Renard U. Johnson Mayor



CITY COUNCIL Alejandra Chávez, District 1 Josh Acevedo, District 2 Deanna Maldonado-Rocha, District 3 Cynthia Boyar Trejo, District 4 Ivan Niño, District 5 Art Fierro, District 5 Lily Limón, District 7 Chris Canales, District 8

Dionne Mack City Manager

### AGENDA FOR THE REGULAR COUNCIL MEETING

### May 28, 2025 COUNCIL CHAMBERS, CITY HALL, 300 N. CAMPBELL AND VIRTUALLY 9:00 AM

### Teleconference phone number: 1-915-213-4096 Toll free number: 1-833-664-9267 Conference ID: 706-433-694#

Notice is hereby given that a Regular Meeting of the City Council of the City of El Paso will be conducted on May 28, 2025 at 9:00 A.M. Members of the public may view the meeting via the following means:

Via the City's website. http://www.elpasotexas.gov/videos Via television on City15, YouTube: https://www.youtube.com/user/cityofelpasotx/videos

In compliance with the requirement that the City provide two-way communication for members of the public, members of the public may communicate with Council during public comment, and regarding agenda items by calling the following number:

1-915-213-4096 or Toll free number: 1-833-664-9267

#### At the prompt, please enter Conference ID: 706-433-694#

The public may sign up to speak on items on this agenda before the 9:00 AM deadline on the meeting day at the following links:

For Call to the Public:

#### https://app.smartsheet.com/b/form/dfad29e838da41fd86052bb264abd397

To Speak on Agenda Items:

https://app.smartsheet.com/b/form/7086be5f4ed44a239290caa6185d0bdb

#### 9:00 AM PRESENTATION OF COLORS/PLEDGE OF ALLEGIANCE

# Scouting America: High Desert Council at the Invitation of City Representative Cynthia Boyar Trejo

Emilyn Spears Kellen Spears Kian Spears Charlotte Davis

### MAYOR'S PROCLAMATIONS

Mike Dee Day

The Rio Grande Branch of National Association of Social Workers (NASW)

Amigo Kidney Foundation

Mental Health Awareness Month

#### 10:00 AM ROLL CALL

A quorum of City Council must be present at roll call.

#### **INVOCATION BY EL PASO POLICE CHAPLAIN ROBERT HEMPHILL, JR. PH.D.**

#### PUBLIC COMMENT ON CONSENT AGENDA AND REGULAR AGENDA ITEMS

Public comment on agenda items will begin at 10:00 a.m. Request to speak must be received by 9:00 a.m. on the day of the meeting.

Members of the public may choose to comment at 10:00 a.m. or at the time the item is heard, but not both.

#### CALL TO THE PUBLIC (CITY RELATED NON-AGENDA ITEMS)

Call to the Public will begin at 10:00 a.m. Requests to speak must be received by 9:00 a.m. on the date of the meeting. Sixty minutes in total will be devoted for Call to the Public. This time is reserved for members of the public who would like to address the City Council on items that are not on the City Council Agenda.

#### NOTICE TO THE PUBLIC

All matters listed under the CONSENT AGENDA, including those on the Addition to the Agenda, will be considered by City Council to be routine and will be enacted by one motion unless separate

discussion is requested by Council Members. Prior to the vote, members of the audience may ask questions regarding items on the consent agenda. When the vote has been taken, if an item has not been called out for separate discussion, the item has been approved. Council may, however, reconsider any item at any time during the meeting.

#### CONSENT AGENDA - APPROVAL OF MINUTES:

1. Approval of the Minutes of the Regular City Council Meeting of May 13, 2025 <u>25-647</u> and the Work Session of May 12, 2025.

#### All Districts

City Clerk's Office, Laura D. Prine, (915) 212-0049

#### **CONSENT AGENDA - REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS:**

2. Excuse Representative Lily Limón from the May 28, 2025 Regular City Council <u>25-88</u> Meeting.

#### **CONSENT AGENDA - RESOLUTIONS:**

3. That the closure of rights-of-way within the City of El Paso for the Sal y Limon **25-643** 2025 from 5:00 p.m. to Friday, June 6, 2025, to 1:00 p.m. on Sunday, June 8, 2025, serves a public purpose of providing cultural and recreational activities for the residents and visitors of the City of El Paso, and in accordance with 43 TAC, Section 22.12, the City Manager be authorized to sign an agreement For The Temporary Closure of State Right Of Way (Form TEA 30A) by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the temporary closure and use of State owned and operated street(s) in excess of four hours for portions of Mesa Street between Franklin Street and San Antonio Avenue and Texas Avenue from Stanton Street to Oregon Street upon the issuance of required permits from the City of El Paso and substantial conformity to the finalized TEA 30 agreement between the City of El Paso and State of Texas Department of Transportation. (CSEV25-00023)

#### **District 8**

Planning and Inspections, Philip F. Etiwe, (915) 212-1563 Planning and Inspections, Armida R. Martinez, (915) 212-1605

**4.** A Resolution authorizing the City Manager, or designee, to effectuate the purchase and closing of 0.5062 acre portion out of Lot 1, Block 1, Westside Community Church Center, an addition to the City of El Paso, El Paso County, Texas, for the purchase price of \$129,000.00.

#### **District 1**

Real Estate Division, Mary Lou Espinoza, (915) 212-0825

5. A Resolution that the City Manager, or designee, be authorized to effectuate the listed budget transfer to add \$77,500 from Parks and Recreation Operating Budget into Parks Master Plan in accordance with updated project scope and

expenditure needs.

All Districts City Manager's Office, Bonnie Cordova, (915) 212-1092 Parks and Recreation, Pablo Caballero, (915) 212-8018

#### **CONSENT AGENDA - BOARD RE-APPOINTMENTS:**

6.	Matt Kerr to the City of El Paso Employees Retirement Trust Board of Trustees by Mayor Renard U. Johnson.	<u>25-653</u>
	Members of the City Council, Mayor Renard U. Johnson, (915) 212-0021	
7.	Rene D. Pena to the City of El Paso Employees Retirement Trust Board of Trustees by Mayor Renard U. Johnson.	<u>25-654</u>
	Members of the City Council, Mayor Renard U. Johnson, (915) 212-0021	
8.	Lauren Hanson to the City Plan Commission by Representative Deanna Maldonado-Rocha, District 3.	<u>25-676</u>
	Members of the City Council, Representative Deanna Maldonado-Rocha, (915) 212-0003	
9.	Gilda Wilson to the Americorps Seniors Advisory Council by Representative Josh Acevedo, District 2.	<u>25-618</u>
	Members of the City Council, Representative Josh Acevedo, (915) 212-0002	
10.	Silvia Serna to the Fair Housing Task Force by Representative Josh Acevedo, District 2.	<u>25-633</u>
	Members of the City Council, Representative Josh Acevedo (915) 212-0002	
11.	Cecilia Ochoa Levine to the Committee on Border Relations by Mayor Renard U. Johnson.	<u>25-677</u>
	Members of the City Council, Mayor Renard U. Johnson, (915) 212-0021	
	<b>CONSENT AGENDA - BOARD APPOINTMENTS:</b>	
12.	Elizabeth M. Badillo to the City Plan Commission by Mayor Renard U. Johnson.	<u>25-632</u>
	Members of the City Council, Mayor Renard U. Johnson, (915) 212-0021	
13.	Rodolfo Rodriguez to the City Plan Commission by Representative Cynthia Boyar Trejo, District 4.	<u>25-649</u>
	Members of the City Council, Cynthia Boyar Trejo, (915) 212-0004	
14.	Kenneth "Ken" Gorski to the Greater El Paso Civic, Convention and Tourism Advisory Board by Representative Chris Canales, District 8.	<u>25-616</u>
	Members of the City Council, Representative Chris Canales, (915) 212-0008	

**15.** Margie Aguilar to the Ethics Review Commission by Representative Cynthia25-648Boyar Trejo, District 4.25-648

Members of the City Council, Representative Cynthia Boyar Trejo, (915) 212-0004

#### **CONSENT AGENDA - APPLICATIONS FOR TAX REFUNDS:**

**16.** That the tax refunds listed on the attachment posted with this agenda be approved. This action would allow us to comply with state law which requires approval by the legislative body of refunds of tax overpayments greater than \$2,500.00. (See Attachment A).

#### **All Districts**

Tax Office, Maria O. Pasillas, (915) 212-0106

#### **CONSENT AGENDA - NOTICE FOR NOTATION:**

17.For notation only, Special Projects, Discretionary fund expenditures, and<br/>P-Card Transactions for the period of March 21, 2025 - April 20, 2025 for<br/>Mayor, City Council Representatives, City Attorney's Office, City Manager's<br/>Office and staff.25-629

#### All Districts

City Manager's Office, Bonnie Cordova, (915) 212-1092

#### CONSENT AGENDA - BIDS:

**18.** The award of Solicitation 2025-0284 Wainwright, Nashville/Byron and Wadsworth Pedestrian Improvements to BLACK STALLION CONTRACTORS, INC. for a total estimated amount of \$845,338.60. The project includes park improvements at Wainwright Park, sidewalk and ramp upgrades along Nashville Avenue and Byron Street, and the installation of directional ramps along Wadsworth Avenue.

Department:	Capital Improvement
Award to:	BLACK STALLION CONTRACTORS, INC.
City & State:	El Paso, TX
Item(s):	All
Contract Term:	240 Consecutive Calendar Days
Base Bid I:	\$619,756.39
Base Bid II:	\$85,065.11
Base Bid III:	\$140,517.10
Total Estimated Award:	\$845,338.60
Account(s):	471-2400-71240-580270-G7148CD61
	471-2400-71240-580270-G7148CD62
	471-2400-71240-580270-G7148CD63
Funding Source(s):	Community Development Block Grant
District(s):	2 & 4

25-639

This was a Low Bid Procurement - unit price contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to BLACK STALLION CONTRACTORS, INC., the lowest responsive and responsible bidder.

It is requested that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of this award.

Work under this unit price contract is only an estimated value and will be ordered, performed, invoiced, and paid by measured quantity. The actual cost of this contract may be higher or lower than the total estimated value and will be the sum total of unit prices at the end of the contract term.

As a part of this award, upon the review of the City Attorney, the City Engineer may without further authorization from City Council approve contract changes which are necessary for proper execution of the work and carrying out the intent of the project, which are in accordance with applicable law, do not make changes to the prices and are within the appropriate budget.

#### **Districts 2 and 4**

Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043 Capital Improvement Department, Gilbert Guerrero, (915) 212-1803

**19.** Request that the City Manager be authorized to sign a Service Agreement (Solicitation 2025-0191R) to review and audit of the City's Hotel Occupancy Tax Audit by and between the City of El Paso ("City") and Avenu Insights & Analytics, LLC ("Agency") for the Internal Audit Department for an initial three-year term; in an estimated amount of \$60,000 per year. The award also includes a one, 2-year option for an estimated amount of \$120,000. The total value of the contract is, including the initial term plus option, is an estimated, aggregated amount of \$300,000.

In accordance with this award the City Manager or designee is authorized to exercise future options. Additionally, the City Manager or designee is authorized to execute any documents and agreements necessary to effectuate the intent of this award; including but not limited to documents related to the collection of amounts owed or owing to the City of El Paso; upon review and approval by the City Attorney's Office.

#### **Contract Variance:**

The difference based in comparison to the previous contract is as follows: An increase of \$70,245.00 for the initial term, which represents a 30.57% increase due to price increases.

Department:	Internal Audit
Award to:	Avenu Insights & Analytics, LLC
City & State:	Centreville, VA
Item(s):	All
Initial Term:	3 Years

Option Term:	2 Years
Total Contract Time:	5 Years
Annual Estimated Award:	\$60,000.00
Initial Term Estimated Award:	\$180,000.00
Option Term Estimated Award:	\$120,000.00
Total Estimated Award:	\$300,000.00
Account(s):	116 - 1000 - 12030 - 522150
Funding Source(s):	General Fund
District(s):	All

This was a Request for Qualifications Procurement service contract.

The Purchasing & Strategic Sourcing and Internal Audit Departments recommend award as indicated to Avenu Insights & Analytics, LLC the highest ranked offeror based on the evaluation factors established in the evaluation criteria for this procurement.

It is requested that the City Manager be authorized to establish the funding sources and make any necessary budget transfers.

#### All Districts

Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043 Internal Audit, Edmundo S. Calderon, (915) 212-1365

20. The award of Solicitation 2025-0192R Hotel Occupancy Tax Administration Services to Avenu Insights & Analytics, LLC for an initial term of three (3) years for an estimated amount of \$97,500.00. The award also includes one (1) term of two (2) years for an estimated amount of \$65,000.00. The total contract time is for five (5) years for an estimated total amount of \$162,500.00. This contract will allow a firm to administer the collection and monitoring of the City's Local Hotel Occupancy Tax Revenues.

#### Contract Variance:

The difference based in comparison to the previous contract is as follows: A decrease of \$67,255.00, which represents a 29.27% decrease due to a reduction in scope of work.

Department:	Internal Audit
Award to:	Avenu Insights & Analytics, LLC
City & State:	Centreville, VA
Item(s):	All
Initial Term:	3 Years
Option Term:	2 Years
Total Contract Time:	5 Years
Annual Estimated Award:	\$32,500.00
Initial Term Estimated Award:	\$97,500.00
Option Term Estimated Award:	\$65,000.00
Total Estimated Award:	\$162,500.00
Account(s):	457- 2326 - 57000 - 521100
Funding Source(s):	External Legal Counsel Service

<u>25-634</u>

District(s):

This was a Request for Proposals Procurement service contract.

All

The Purchasing & Strategic Sourcing and Internal Audit Departments recommend award as indicated to Avenu Insights & Analytics, LLC the highest ranked offeror based on the evaluation factors established in the evaluation criteria for this procurement.

It is requested that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of this award.

In accordance with this award, the City Manager or designee is authorized to exercise future options if needed.

#### All Districts

Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043 Internal Audit, Edmundo S. Calderon, (915) 212-1365

#### **REGULAR AGENDA - FIRST READING OF ORDINANCES:**

# INTRODUCTION OF ORDINANCES PURSUANT TO SECTION 3.9 OF THE EL PASO CITY CHARTER:

# Public comment typically is not taken during the first reading of ordinances. Public comments are invited at the date of the scheduled public hearing.

Public Hearings will be held as part of the regular City Council meeting that begins at approximately 10:00 a.m. All interested persons present shall have an opportunity to be heard at that time. After the public hearings, Council may also delay taking action on Ordinances; no requirement is made by Section 3.9B of the El Paso City Charter to publish any further notice. Copies of all Ordinances are available for review in the City Clerk's office, 300 N. Campbell, Monday through Thursday, 7:00 a.m. to 6:00 p.m.

**21.** An Ordinance changing the zoning of a part of Tract 5D, Tract 5E1A, and Tract 5E1B, Block 41, Ysleta Grant, City of El Paso, El Paso County, Texas from R-F (Ranch and Farm) to C-4 (Commercial) and imposing conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

The proposed rezoning meets the intent of the Future Land Use designation for the property and is in accordance with Plan El Paso, the City's Comprehensive Plan.

Subject Property: North of Americas Ave. and West of Southside Dr. Applicant: Mount Carmel Cemetery, PZRZ24-00042

#### **District 7**

Planning and Inspections, Philip F. Etiwe, (915) 212-1553 Planning and Inspections, Jose Beltran, (915) 212-1607

#### PUBLIC HEARING WILL BE HELD ON JUNE 24, 2025

22. An Ordinance changing the zoning of Lot 4, Block 1, Falcon Hills #2, 7213 Royal Arms Drive, City of El Paso, El Paso County, Texas from R-3/sp (Residential/special permit) to R-4/sp (Residential/special permit), and imposing a condition. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

The proposed rezoning meets the intent of the Future Land Use designation for the property and is in accordance with Plan El Paso, the City's Comprehensive Plan.

Subject Property: 7213 Royal Arms Drive Applicant: Lucia Garcia, PZRZ24-00029

#### District 8

Planning and Inspections, Philip F. Etiwe, (915) 212-1553 Planning and Inspections, Saul J. G. Pina, (915) 212-1604

#### PUBLIC HEARING WILL BE HELD ON JUNE 24, 2025

23. An Ordinance changing the zoning of Lots 5 to 10, Block 226, Alexander, 2821 N. Kansas Street, City of El Paso, El Paso County, Texas from A-2 (Apartment) to A-3 (Apartment). The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

The proposed rezoning meets the intent of the Future Land Use designation for the property and is in accordance with Plan El Paso, the City's Comprehensive Plan.

Subject Property: 2821 N. Kansas St. Applicant: Revesbilt Group, LLC, PZRZ24-00034

#### **District 8**

Planning and Inspections, Philip F. Etiwe, (915) 212-1553 Planning and Inspections, Luis F. Zamora, (915) 212-1552

#### PUBLIC HEARING WILL BE HELD ON JUNE 24, 2025

24. An Ordinance granting Special Permit No. PZST24-00017, to allow for a 70% parking reduction on the property described as Lots 5 to 10, Block 226, Alexander, 2821 N. Kansas Street, City of El Paso, El Paso County, Texas, pursuant to Section 20.14.070 of the El Paso City Code. The penalty being as provided in Chapter 20.24 of the El Paso City Code.

The proposed special permit meets the intent of the Future Land Use designation for the property and is in accordance with Plan El Paso, the City's Comprehensive Plan.

Subject Property: 2821 N. Kansas St. Applicant: Reyesbilt Group, LLC, PZST24-00017

#### **District 8**

Planning and Inspections, Philip F. Etiwe, (915) 212-1553 Planning and Inspections, Luis F. Zamora, (915) 212-1552

#### **25-631**

#### <u>25-640</u>

#### PUBLIC HEARING WILL BE HELD ON JUNE 24, 2025

25. An Ordinance changing the zoning of Lot 29, Block 24, Enchanted Hills Unit Five, 7600 Hunter Foster Drive, City of El Paso, El Paso County, Texas from R-5/c (Residential/conditions) to C-1/c (Commercial/conditions) and R-5 (Residential) to C-1 (Commercial), and imposing conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

The proposed rezoning meets the intent of the Future Land Use designation for the property and is in accordance with Plan El Paso, the City's Comprehensive Plan.

Subject Property: 7600 Hunter Foster Dr. Applicant: EP Transmountain Residential LLC, PZRZ24-00018

**District 1** Planning and Inspections, Philip F. Etiwe, (915) 212-1553 Planning and Inspections, Jose Beltran, (915) 212-1607

#### PUBLIC HEARING WILL BE HELD ON JUNE 24, 2025

26. An Ordinance granting a Special Privilege License to Rio Valley LLC to allow for the construction, installation, maintenance, use and repair of a surface encroachment consisting of four (4) covered balconies and support columns over the city right-of-way for the planned development located along La Vona Dr.; setting the license term for a term of fifteen (15) years with an option for one (1) renewable fifteen (15) year term.

Subject Property: 6441 Westside Dr. Applicant: Rio Valley LLC, PSPN24-00007

#### District 1

Planning and Inspections, Philip F. Etiwe, (915) 212-1553 Planning and Inspections, Armida R. Martinez, (915) 212-1605

#### PUBLIC HEARING WILL BE HELD ON JUNE 10, 2025

#### **REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES:**

27. An Ordinance amending Title 20 (Zoning), Chapter 20.02 (General Provisions and Definitions), Chapter 20.08 (Appendix A), Table of Permissible Uses, Chapter 20.10 (Supplemental Use Regulations), and (Appendix C) Table of Parking Requirements and Standards of the El Paso City Code to support the goals and priorities of downtown redevelopment, add definitions, disallow incompatible uses within the C-5 (Commercial) Zoning District, and allow uses supportive of high-density development. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

#### **District 8**

Economic and International Development, Karina Brasgalla, (915) 212-0094 Planning and Inspections, Philip F. Etiwe, (915) 212-1553 25-642

28	An Ordinance changing the zoning of a portion of Tract 8, Milagro Acres, City of El Paso, El Paso County, Texas from R-4 (Residential) to C-1 (Commercial). The penalty is as provided for in Chapter 20.24 of the El Paso City Code.	<u>25-495</u>
	The proposed rezoning meets the intent of the Future Land Use designation for the property and is in accordance with Plan El Paso, the City's Comprehensive Plan.	
	Subject Property: 9649 Dyer St. Applicant: Erica Becerra and Jesus Becerra, PZRZ24-00036	
	<b>District 4</b> Planning and Inspections, Philip F. Etiwe, (915) 212-1553 Planning and Inspections, Blanca Perez, (915) 212-1561	
29	An Ordinance changing the zoning of a portion of Tract 1-B-1 and 1-B-2, O.A. Danielson Survey 314 and a portion of Tract 3-B, Block 56, Ysleta Grant Survey, City of El Paso, El Paso County, Texas from C-3/sc (Commercial/special contract) to C-4/sc (Commercial/special contract). The penalty is as provided for in Chapter 20.24 of the El Paso City Code.	<u>25-554</u>
	The proposed rezoning meets the intent of the Future Land Use designation for the property and is in accordance with Plan El Paso, the City's Comprehensive Plan.	
	Subject Property: Gateway Blvd. East and Americas Applicant: Ivey Partners LTD, PZRZ24-00037	
	<b>District 7</b> Planning and Inspections, Philip F. Etiwe, (915) 212-1553 Planning and Inspections, Jose Beltran, (915) 212-1607	
30	An Ordinance changing the zoning of a portion of Tract 70 and 71, Cinecue Park Subdivision, 422 S. Yarbrough Drive, City of El Paso, El Paso County, Texas from R-F (Ranch and Farm) to C-1 (Commercial), and imposing conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.	<u>25-573</u>
	The proposed rezoning meets the intent of the Future Land Use designation for the property and is in accordance with Plan El Paso, the City's Comprehensive Plan.	
	Subject Property: 422 S. Yarbrough Drive Applicant: Enrique Padilla and Erika Zuniga, PZRZ24-00032	
	<b>District 7</b> Planning and Inspections, Philip F. Etiwe, (915) 212-1553 Planning and Inspections, Saul J. G. Pina, (915) 212-1604	
31	An Ordinance amending Title 12 (Vehicles and Traffic), Chapter 12.48 (Loading Zones, Bus and Taxi Stands), of the El Paso City Code to perform the following: Amend Chapter 12.48 (Loading Zones, Bus and Taxi Stands) heading to ADD	<u>25-577</u>
	Dogo 11 of 15	

"Rideshare Zones"; Amend section 12.48.010 (Loading Zone - Authority to Designate) to ADD Paragraph C; Amend Section 12.48.030 (Loading Zone - Pick-Up and Discharge of Passengers) to replace "Passenger" with "Rideshare or Taxi", and to ADD "For a Maximum of Five Minutes"; Amend Section 12.48.040 (Public Carrier Stops, Stands and Route - Authority to Designate) Paragraph A to ADD "Rideshare Zones" and "Rideshare Zone"; Amend Section 12.48.050 (Use of Stands by Buses and Taxicabs) heading to ADD "Rideshare Vehicles", and to ADD Paragraph E; Amend Section 12.48.060 (Use of Stands by Other than Those Designated for) to DELETE "Or Other Than", and to ADD "Or other than a Rideshare Vehicle in a Rideshare Zone". The penalty as provided in Chapter 12.84 of the El Paso City Code.

#### **All Districts**

Streets and Maintenance, Randy Garcia, (915) 212-7015 Code Enforcement, Arthur Steve Alvarado, (915) 212-6026

#### **REGULAR AGENDA - MEMBERS OF THE CITY COUNCIL**

**32.** Discussion and action on a Resolution to authorize the expenditure of District 2 discretionary funds in an amount not to exceed \$3,000 for the purpose of hiring a part-time graduate intern for a period of 15 weeks.

#### **District 2**

Members of the City Council, Representative Josh Acevedo, (915) 212-0002

**33.** Discussion and action on a Resolution authorizing the expenditure of District 2 and District 4 discretionary funds in the amount of \$700.00 each, for a total not to exceed \$1,400.00, for the purchase of meals at a public event in honor of Father's Day at the Wellington Chew Senior Center on June 12, 2025.

#### Districts 2 and 4

Members of the City Council, Representative Josh Acevedo, (915) 212-0002 Members of the City Council, Representative Cynthia Boyar Trejo, (915) 212-0004

#### **REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS:**

34. Discussion and action on the award of Solicitation 2025-0342 EPIA Iron Dust Off Bypass to Dan Williams Company for a total estimated amount of \$3,658,121.92. This project will consist of the construction of a vehicle bypass for non-secured traffic access to the William Beaumont Army Medical Center located on Constitution Avenue, within the El Paso International Airport property limits.

Department:	El Paso International Airport
Award to:	Dan Williams Company
City & State:	Austin, TX
Item(s):	Base Bid I
Contract Term:	270 Consecutive Calendar Days
Base Bid I:	\$3,658,121.92
Total Estimated Award:	\$3,658,121.92
Account(s):	562-3080-62330-580270-PAP00990

	562-3010-62335-580270-PAP00990
Funding Source(s):	Defense Economic Adjustment Assistance
	Grant (DEAAG)
	Airport Enterprise Fund
District(s):	3

This was a Low Bid Procurement - unit price contract.

The Purchasing & Strategic Sourcing, El Paso International Airport, and Capital Improvement Departments recommend award as indicated to Dan Williams Company the lowest responsive and responsible bidder.

It is requested that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of this award.

Work under this unit price contract is only an estimated value and will be ordered, performed, invoiced, and paid by measured quantity. The actual cost of this contract may be higher or lower than the total estimated value and will be the sum total of unit prices at the end of the contract term.

As a part of this award, upon the review of the City Attorney, the City Engineer may without further authorization from City Council approve contract changes which are necessary for proper execution of the work and carrying out the intent of the project, which are in accordance with applicable law, do not make changes to the prices and are within the appropriate budget.

#### **District 3**

Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043 Airport, Tony Nevarez, (915) 474-2424 Capital Improvement Department, Gilbert Guerrero, (915) 212-1803

#### **REGULAR AGENDA - OTHER BUSINESS:**

**35.** Discussion and action on a Resolution authorizing the City Manager to sign a Chapter 380 Economic Development Program Agreement by and between CITY OF EL PASO and PADEL PASO PROPERTIES, LLC, to further the municipal purpose of promoting economic development, in support of the construction of a development located on the real property with the following Property IDs 732524 and 732525, El Paso, Texas, 79912 and more fully described in Exhibit A and A-1 of the Agreement. The project includes a paddle court entertainment district and a full-service restaurant. The Agreement requires the Applicant to make a minimum investment of \$2,310,000. Over the term of the Agreement, the City shall provide economic incentives not to exceed \$45,425 in the form of a Property Tax Rebate; a Development Fee Rebate; and a Construction Materials Sales Tax Rebate.

#### **District 1**

Economic and International Development, Karina Brasgalla, (915) 212-0094 Economic and International Development, Bill Allen, (915) 212-0094

**36.** Discussion and action on a Resolution to authorize implementation of intersection safety improvements surrounding priority parks and recreation facilities in a manner consistent with the language of the 2022 Community Progress Bond totaling \$5,800,000; and further, that the City Manager, or designee, be authorized to effectuate any budget transfers and execute any contracts and/or related documents necessary to ensure that the funds are properly expended.

**25-636** 

#### **All Districts**

Capital Improvement Department, Joaquin Rodriguez, (915) 212-0065

#### EXECUTIVE SESSION

The City Council of the City of El Paso may retire into EXECUTIVE SESSION pursuant to Section 3.5A of the El Paso City Charter and the Texas Government Code, Chapter 551, Subchapter D, to discuss any of the following: (The items listed below are matters of the sort routinely discussed in Executive Session, but the City Council of the City of El Paso may move to Executive Session any of the items on this agenda, consistent with the terms of the Open Meetings Act and the Rules of City Council.) The City Council will return to open session to take any final action and may also, at any time during the meeting, bring forward any of the following items for public discussion, as appropriate.

- Section 551.071 CONSULTATION WITH ATTORNEY
- Section 551.072 DELIBERATION REGARDING REAL PROPERTY
- Section 551.073 DELIBERATION REGARDING PROSPECTIVE GIFTS
- Section 551.074 PERSONNEL MATTERS
- Section 551.076 DELIBERATION REGARDING SECURITY DEVICES OR SECURITY AUDITS
- Section 551.087 DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS
- Section 551.089 DELIBERATION REGARDING SECURITY DEVICES OR SECURITY AUDITS; CLOSED MEETING

#### Discussion and action on the following:

EX1.	Texas Gas Service Test Year 2024 Gas Reliability Infrastructure Program Interim Rate Adjustment for the Incorporated Areas of the West North Service Area; HQ#UTILITY-62 (551.071)	<u>25-679</u>
	City Attorney's Office, Oscar Gomez, (915) 212-0033	
EX2.	Discussion on potential economic development opportunities in Northwest El Paso. HQ#25-4748 (551.087)	<u>25-681</u>
	Economic and International Development, Karina Brasgalla, (915) 212-0094	
EX3.	Discussion on potential economic development opportunities in East El Paso. HQ#25-4979 (551.087)	<u>25-682</u>
	Economic and International Development, Karina Brasgalla, (915) 212-0094	
EX4.	Real Estate Division Update. HQ #25-5035 (551.072)	<u>25-683</u>

Real Estate Division, Mary Lou Espinoza, (915) 212-0825

#### <u>ADJOURN</u>

#### NOTICE TO THE PUBLIC:

Sign Language interpreters are provided for Regular City Council Meetings. If you need Spanish Interpretation Services, please email CityClerk@elpasotexas.gov by 12:00 p.m. on the Friday before the meeting.

Si usted necesita servicios de interpretación en español, favor de enviar un correo electrónico a CityClerk@elpasotexas.gov a mas tardar a las 12:00 p.m. del viernes previo a la fecha de la junta.

# ALL REGULAR CITY COUNCIL AGENDAS ARE PLACED ON THE INTERNET ON THURSDAY PRIOR TO THE MEETING AT THE ADDRESS BELOW:

http://www.elpasotexas.gov/



Legislation Text

#### File #: 25-647, Version: 1

### CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

#### DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below. No Title's, No emails. Please use ARIAL 10 Font.

All Districts City Clerk's Office, Laura D. Prine, (915) 212-0049

#### AGENDA LANGUAGE:

*This is the language that will be posted to the agenda. Please use ARIAL 11 Font.* 

Approval of the Minutes of the Regular City Council Meeting of May 13, 2025 and the Work Session of May 12, 2025.

Renard U. Johnson Mayor

**DIONNE MACK** 

CITY MANAGER



CITY COUNCIL Alejandra Chávez, District 1 Josh Acevedo, District 2

DEANNA MALDONADO-ROCHA, DISTRICT 3

Cynthia Boyar Trejo, District 4 Ivan Niño, District 5 Art Fierro, District 6 Lily Limón, District 7

CHRIS CANALES, DISTRICT 8

### MINUTES FOR REGULAR COUNCIL MEETING

May 13, 2025 COUNCIL CHAMBERS, CITY HALL AND VIRTUALLY 9:00 AM

ROLL CALL

# The City Council of the City of El Paso met on the above time and date. Meeting was called to order at 9:02 a.m. Mayor Renard Johnson was present and presiding and the following Council Members answered roll call: Alejandra Chávez, Josh Acevedo, Deanna Maldonado-Rocha, Cynthia Boyar Trejo, Ivan Niño, Art Fierro, and Lily Limón. Late arrival: Chris Canales at 9:26 a.m.

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#### INVOCATION BY EL PASO POLICE CHAPLAIN RABBI LEVI GREENBERG

PLEDGE OF ALLEGIANCE

Congressman Silvestre & Carolina Reyes Elementary at the Invitation of City Representative Alejandra Chávez

> Ivanna Vuong – 2nd grade Giovanna Vuong – 2nd grade Malaki Borjas – 2nd grade Luciana Edmunds Tolentino – Kindergarten Maelie Smith – 1st grade Jayden Webster – 3rd grade Ian Rubio – 4th grade Marlon Lawrence – 4th grade Jack Young – 5th grade Meaka Dominguez – 5th grade

#### **MAYOR'S PROCLAMATIONS**

**National Police Week** 

**Coach Tony Harper Day** 

#### International Internal Audit Awareness Month

#### Mayor Walter Miller Day

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REGULAR CITY COUNCIL MEETING MINUTES MAY 13, 2025

#### **REGULAR AGENDA – OTHER BUSINESS:**

### Goal 6: Set the Standard for Sound Governance and Fiscal Management

1. RESOLUTION ADOPTING THE

### RULES OF ORDER FOR THE EL PASO CITY COUNCIL REVISED, AS EFFECTIVE May 27, 2025.

#### SECTION 1. PURPOSE OF RESOLUTION

This Resolution is adopted pursuant to Section 3.5.B of the Charter of the City of El Paso as a procedural guide for the benefit of the City Council and for the general information of the public. These rules shall apply to regular, special, and work session meetings at which action is to be taken, but shall not apply to meetings for committees of the City Council or to informational gatherings of the Council.

#### **SECTION 2. RULES OF ORDER**

Robert's Rules of Order Revised shall govern the procedures of Council unless they are in conflict with these rules.

#### SECTION 3. EFFECT OF FAILURE TO FOLLOW THESE RULES

No action of the Council that is otherwise legal shall be invalidated merely by reason of the failure of the Council or City staff to follow these Rules of Order, unless the majority of the Council agrees that such action shall be invalidated.

#### **SECTION 4. STANDING**

No one other than a member of the City Council shall have standing to assert before the Council that any action taken by the Council is invalid by reason of the Council's failure to comply with these Rules of Order.

#### SECTION 5. SUSPENSION OF RULES

These rules may be suspended temporarily by a majority of the Council members present and voting, except as they pertain to a quorum, or to the majority required for any motion, or to other matters pre-empted by laws other than those Rules of Order.

#### **SECTION 6. PRESIDING OFFICER**

The Mayor shall preside at all meetings of the City Council, but if for any reason he is absent from the City, sick or unable to act, then the Mayor Pro Tempore shall preside at such meetings and at such times shall exercise all of the powers and discharge the duties of the Mayor, except that the Mayor Pro Tempore shall vote as a Representative. In the absence or inability of both the Mayor and the Mayor Pro Tempore, the Alternate Mayor Pro Tempore shall preside and shall vote as a Representative. Upon the arrival of the Mayor, the Mayor Pro Tempore or the Alternate Mayor Pro Tempore, the acting chairman shall immediately relinquish the chair upon the conclusion of the business immediately pending before the Council.

The presiding officer shall preserve strict order and decorum at all regular and special meetings of the Council, and shall state questions coming before the Council as necessary for clarity, and shall announce the decision of the Council on all subjects. The Presiding Officer shall

disable the microphone at the podium when he or she determines that the speaker has violated council rules of order.

#### SECTION 7. QUESTIONS OF ORDER

All questions of order shall be decided by the presiding officer with the right of appeal from his or her decision to the Council that is present, the majority of whom, present and voting, may override the decision.

#### **SECTION 8. VOTING**

The electronic voting system shall be utilized for the casting of the roll call votes of the Council in Council Chambers except as otherwise provided herein. The City Clerk shall call for an electronic vote and each Representative shall, without undue delay, cast his or her vote on the electronic voting system. When all votes have been cast, the City Clerk will review, announce and display the results of the voting, and staff will capture the display on the digital recording of the meeting or fully read the results into the record. In the event of a tie vote, the City Clerk will announce the results and call for the Mayor's vote before displaying the results. Any error in voting or any discrepancy between the display of the votes and the City Clerk's announcement of the results shall be corrected prior to the time that the Council proceeds to consider the next agenda item.

The requirements under this section for the use of the electronic voting system shall be automatically suspended under the following circumstances and for the duration as announced by the City Clerk: (a) upon the announcement of the City Clerk that the electronic voting system is not working properly; (b) for votes on procedural matters including motions to recess and to take an agenda item out of order, and votes by acclamation; (c) when the Council is voting on more than one agenda item simultaneously; and (d) when more than one vote will be taken pertaining to an agenda item and in such instance, the City Clerk shall announce which vote shall be taken by use of the electronic voting system and which vote(s) shall be taken only by voice vote.

In the event that the use of the electronic voting system is suspended or the system is otherwise not available, the City Clerk shall call the roll beginning with the Representative seated furthest to the Mayor's right and continuing in that order. Each Representative shall audibly indicate his or her vote.

Records of all roll call votes shall be incorporated in the Minutes of the meeting.

#### SECTION 9. RECORDED DEBATE

A Representative may request, through the presiding officer, to have an abstract of his or her statement on any subject under consideration by the Council entered in the Minutes or to attach any document referenced during a Council meeting to the Minutes. The recording secretary may be directed by the presiding officer to enter in the Minutes a synopsis of the discussion on any question coming before the Council.

#### SECTION 10. ORDER OF PRECEDENCE OF MOTIONS

The order of procedure of motions is set forth in Exhibit "A"\*\* attached hereto and fully incorporated by reference.

#### SECTION 11. MOTION TO RECONSIDER

A motion to reconsider any action taken by the Council may be made at any time prior to adjournment of the same meeting at which such action was taken. The motion can only be made by a member who voted with the prevailing side and can be seconded by any member.

#### SECTION 12. OBTAINING THE FLOOR

Every person desiring to speak shall address the presiding officer, and when recognized by the presiding officer, shall address only the item under consideration. Members of Council shall refrain from side conversations during discussion of items under consideration.

For Regular City Council and Work Session Meetings, in the debate, each member of Council has the right to speak twice on the same main motion, but cannot make a second speech on the same main motion as long as any member who has not spoken on that question desires the floor. Each member of Council has the right to speak once on any other motion that can be debated. No member can speak longer than ten minutes at a time without the permission of a majority of Council. The City Clerk will keep time and will notify the Mayor if a Representative reaches the allotted time. The Rules of Debate shall also apply in Executive Session.

During Special Meetings there will not be a time limit to the time allowed for each Representative to have the floor, and the Presiding Officer has discretion to end discussion on an item, or to give the floor to another representative.

#### SECTION 13. RIGHT OF CITIZENS TO BE HEARD

The City Council of the City of El Paso receives public comment on all agenda items at 10:00 a.m. followed by call to the public. Members of the public may choose to comment at 10:00 a.m. or at the time the item is heard, but not both. Public comment on Public Hearings is heard individually as the item is listed on the City Council Agenda.

#### Public Comment on Agenda Items:

The City will conduct public comment on all agenda items at the scheduled time pursuant to Exhibit "B."\*\*. Members of the public will usually be granted three (3) minutes to present their position on the consent or regular agenda items. If a member of the public addresses City Council through a translator into English, he or she will be granted six (6) minutes to present. Time will be kept by the City Clerk. The presiding officer may grant a speaker additional time at his or her discretion.

At the start of public comment on agenda items, the City Clerk shall advise the Mayor whether persons in the audience have signed up to ask a question regarding an item posted on the consent or regular agenda. The Mayor shall have the floor and may ask the City Clerk to call those individuals up to the podium to hear their questions. At that time, the City Clerk will announce the agenda item number and call the person to the podium. The Mayor may request the City Manager to respond to the questions raised by the members of the public. In his or her discretion, the Mayor may move the consent agenda item to the regular agenda for continued discussion and action by the City Council.

#### Call to the Public (non-agenda items):

Call to the public for comment on City related items not already posted on the agenda will take place immediately following public comment on consent and regular agenda items. A maximum of sixty (60) minutes will be allotted for Call to the Public of each regular City Council meeting.

To facilitate the receiving of comment from as many citizens as possible who are interested in bringing City related topics forward to the City Council for comment, a person may sign up to

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obtain one-time slot to speak or otherwise make a presentation on one or more specified topics during the Call to the Public of a City Council meeting. This provision does not restrict any member of the public from signing up to speak on items posted on the regular agenda or to ask questions regarding items posted on the consent agenda.

The time allotted for the call to the public portion of the agenda shall be uniformly divided among those who have signed up to obtain a time slot and participate and except as provided below, no speaker will have more than three (3) minutes to speak or otherwise make a presentation, regardless of the number of topics a speaker wishes to address within his or her time slot. If a member of the public addresses City Council through a translator into English, he or she will be granted six (6) minutes to present. Time will be kept by the City Clerk. The presiding officer may grant a speaker additional time at his or her discretion. At the beginning of the call to the public portion of the agenda, the City Clerk will make one announcement as to the amount of time that each person has to provide comment. The City Clerk will call each person signed up to make comment to the podium in the order that they signed up to speak and will keep time. Each topic brought forward will be for comment from the speaker and may not be deliberated by the members of Council nor rebutted or debated by members of the public. Any member of the City Council may propose that the topic commented on be posted by staff on a future Council meeting agenda for the Council's discussion and action.

#### Public Hearings:

Any member of the public shall have a reasonable opportunity to be heard at all public hearings of the City Council in regard to any and all matters to be considered at such hearings that are germane and relative to any subject matter of City affairs or business which is within the scope of the authority and legislative functions of the City Council. Provided, however, that the time allowed for each citizen's appearance before City Council will be limited to a fixed number of minutes at the discretion of the presiding officer. Members of the public will usually be granted three (3) minutes to present their position on public hearing issues. If a member of the public addresses City Council through a translator into English, he or she will be granted six (6) minutes to present. Time will be kept by the City Clerk. The presiding officer may grant a speaker additional time at his or her discretion.

#### Information Relevant to all three comment types:

The City Clerk shall make available the sign-in sheet for the public outside of Council Chambers on the day of the Council meeting. The online sign-in sheet will be available until 9:00 a.m. Any person signing up to provide comment must provide their name, address, phone number, and item number or topic. Persons may sign up to address multiple items, however this does not mean it is permissible to "mark all" or to sign up for every item. Groups of ten (10) or more members of the public will be asked to select a spokesperson to speak on the group's position on the item. The representative speaker will be allotted six (6) minutes to speak per item.

A document camera and projection system ("Overhead Projector") is available for use for public comment. Members of the public shall submit any document they wish to present on the Overhead Projector to the City Clerk no later than close of business on the previous City business day before the meeting date. Any document that contains insulting, profane, threatening or abusive language, nudity, or campaign material will be rejected. City Staff will assist members of the public in using the Overhead Projector during the meeting. In order to ensure cyber security, members of the public are prohibited from sending or utilizing presentations in any electronic format, including but not limited to email, and from using a Universal Serial Bus (USB) compact disk (CD) or digital versatile disk (DVD). A member of the public who wishes to make an electronic presentation may bring printed documents to the City

Clerk's office no later than close of business on the previous City business day before the meeting date to be scanned for presentation during the meeting.

If the speaker is a lobbyist, he or she must indicate that fact on the audience participation sheet and prior to commencing his/her comments in compliance with the City's Lobbying Ordinance. Members of the public may not grant their time to another nor may they purport to speak for another who is not present at the meeting. If someone would like a document or letter to become a part of the record, they may do so by providing the City Clerk with copies of the document or letter no later than 9:00 a.m. on the morning of the meeting, which will be distributed to the Council. It shall not be necessary to read the letter into the record. Interpretation services are only to be provided by the certified interpreter provided by the City.

The presiding officer at his or her discretion may grant a speaker one (1) additional minute to wrap up his or her comments. This shall apply in Call to the Public regardless of whether the allotted sixty (60) minutes will otherwise be taken up by the others making comment.

Members of the public who do not desire to speak but want to register support or opposition to an item on the agenda may do so by indicating their position on the audience participation form. The City Clerk will notify the Council of the number of position statements received and the tally when the agenda item is announced.

Members of Council may move to overrule the determinations by the Mayor under this section by a simple majority vote of the Council members present and voting.

No person may speak a second time except by permission of the presiding officer, and further, no person shall be heard a second time until all persons desiring to speak once have been given the opportunity to do so.

Personal attacks are not permitted. Members of the public should address their questions to the Council, not to the staff. Council may in turn ask staff to provide input.

Members of the public may be asked to leave or be removed from Council Chambers if it is determined that they are disruptive to the meeting and have violated the City of El Paso Public Comment Conduct Policy (Exhibit "C"\*\*). Such determination will be made by the presiding officer. Members of Council may move to overrule such determination by the presiding officer subject to a simple majority vote of Council, present and voting.

#### SECTION 14. CALLING AND ORDER OF AGENDA ITEMS

The order of agenda items will take place as specified on the Attached Exhibit "B"\*\*.

Notwithstanding the meeting order, the City Manager shall direct the placement of all matters relating to the City Council's adoption of the annual City budget and associated matters relating to the start of each new fiscal year and the adoption of the tax levy on one or more agendas so as to meet all required statutory and charter deadlines.

At the time that each agenda item is to be considered by the City Council, the City Clerk will announce all agenda items by number and a brief statement as to the nature of the item when appropriate. In the case of a revision, the City Clerk or staff shall read the item into the record, as appropriate.

#### SECTION 15. PARLIAMENTARIAN

The City Clerk and the Assistant City Clerk are confirmed to serve as Parliamentarian and Alternate Parliamentarian, respectively.

#### SECTION 16. USE OF ELECTRONIC DEVICES

Electronic devices within Council chambers shall be used in accordance with all established City practices and procedures and as directed by Information Technology Department staff providing support services during a meeting. City staff, other than the dignitary protection officers, and members of the public shall turn off the signals of all pagers, cellular telephones and other devices capable of making an audible signal and shall not make or take any telephone calls while in Council chambers once a Council meeting has been called to order.

Members of the City Council shall not use any electronic devices other than the desktop computers provided by the City of El Paso located at their seats during any City Council meeting or City Council work sessions. The use of communication devices of any kind, including but not limited to: hand- held portable communication devices, cellphones, computers, tablets, laptops, watches, etc. is expressly prohibited during City Council meetings and shall not be allowed in the room during closed sessions unless they are being used to aid in executive session presentations.

If the City Council member needs to take a telephone call, respond to a text message, etc. during a meeting, he or she must excuse themselves from the dais or room where the closed session is taking place to engage in that communication.

The use of the desktop computers during City Council shall be limited to voting, viewing presentations, research to aid the council member and communication via email to staff. During meetings, City Council members shall not text, tweet, blog, post on Facebook, Instagram or use any other social media platform.

#### SECTION 17. TIME AND LOCATION OF MEETINGS AND VIRTUAL ATTENDANCE

The Mayor and Council may by action of Council approved by a majority of Council, reschedule the time and place of any City Council meeting in accordance with the requirements of the Texas Open Meetings Act.

Members of Council may attend City Council meetings by video conference in accordance with the Texas Open Meetings Act 551.127, as may be amended. Such requires that a quorum of City Council be present at the physical meeting location posted on the agenda.

Members of Council may request virtual attendance no earlier than three months in advance. Any member wishing to attend by video conference must notify the City Clerk no later than noon on the Wednesday prior to the relevant meeting, and the City Clerk shall post notice of which member(s) will appear by video conference on the City Council Agenda. In the case of personal emergency, a member of Council may request to appear virtually after the Wednesday deadline by notifying the City Clerk no later than 5 p.m. on the business day prior to the meeting, and in this instance the videoconference attendance will be included on the revisions to the agenda. Videoconference attendance is granted on a first-come first-serve basis. At no time shall more than two members of Council appear by videoconference. Members of Council shall not request to attend by videoconference more than one regular meeting week in a row without prior approval of Council.

Each participant's face in the videoconference call, while speaking, must be clearly visible and audible to each other participant and, during the open portion of the meeting, to the members of the public in attendance at the location where a quorum is present, and at any other location

of the meeting that is open to the public. Any council member appearing by videoconference call will be considered absent during any portion of the meeting the audio or video is lost or disconnected in accordance with Texas Government Code Section 551.127. However, City Council members may not participate in executive sessions by videoconferencing.

\*\*Exhibits available at the City Clerk's Office.

Ms. Karla Nieman, City Attorney, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Mayor Johnson and Representatives Chávez, Acevedo, Maldonado-Rocha, Fierro, Limón, and Canales commented.

The following members of the public commented:

- 1. Ms. Patricia Osmond
- 2. Mr. Mike Aboud
- 3. Ms. Amber Perez
- 4. Ms. Lisa Turner

#### 1<sup>st</sup> MOTION

Motion made by Representative Acevedo, seconded by Representative Limón and carried to **AMEND** Section 13 of the Rules of Order to allow the public the choice to speak on agenda items at 10 a.m. or when the item of interest is considered.

AYES: Representatives Acevedo, Boyar Trejo, Niño, Limón, and Canales NAYS: Representative Chávez, Maldonado-Rocha, and Fierro

#### 2<sup>ND</sup> AND FINAL MOTION

Motion made by Alternate Mayor Pro Tempore Fierro, seconded by Representative Canales, and carried to **APPROVE** the Resolution as Revised.

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, and Canales

.....

NAYS: Representative Limón

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#### NOTICE TO THE PUBLIC

Motion made by Mayor Pro Tempore Chávez, seconded by Representative Limón, and unanimously carried to **APPROVE, AS REVISED**, all matters listed under the Consent Agenda unless otherwise noted. (Items approved, postponed, or deleted pursuant to the vote on the Consent Agenda will be shown with an asterisk {\*}.)

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Limón, and Canales

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Fierro

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### <u>CONSENT AGENDA – APPROVAL OF MINUTES:</u>

Goal 6: Set the Standard for Sound Governance and Fiscal Management

2. \*Motion made, seconded, and unanimously carried to **APPROVE** the Minutes of the Regular City Council Meeting of April 29, 2025, the Agenda Review Meeting of April 28, 2025, and the Work Session of April 28, 2025.

#### CONSENT AGENDA – REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS:

#### 3. REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMEBERS

**\*NO ACTION** was taken on this item.

#### ..... **CONSENT AGENDA – RESOLUTIONS:**

Goal 2: Set the Standard for a Safe and Secure City

#### ..... \*RESOLUTION BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO

That the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso ("Local Government") and the Texas Department of Transportation ("TxDOT) for the El Paso Police Department ("EPPD") to provide uniformed officers and equipment necessary for law enforcement, general surveillance, and traffic control at and around sites for which TxDOT is providing maintenance, repair, construction and other services to State maintained roads and highways. Such services are to promote safety of construction zone workers and the traveling public. TxDOT will pay up to\$ 147,767.04 for the service on reimbursement basis for actual salary and vehicle costs for a twenty-four month period beginning upon the execution of the agreement by both parties and ending two years from that date.

#### \*RESOLUTION

#### BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

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That the Mayor be authorized to exercise the option to renew the term of the Interlocal Agreement between the City of El Paso ("City") and the El Paso County Hospital District d/b/a University Medical Center ("UMC") for the City to provide certain personnel and routine ambulance vehicle maintenance services for UMC's Mobile Stroke Unit in exchange for UMC paying the City an amount not to exceed \$130,000.00 annually for the City's staffing services and separate amount not to exceed \$7,200.00 annually for the City's routine ambulance vehicle maintenance services, for the third and final one (1) year term of the three one (1) year renewal options.

#### ..... Goal 3: Promote the Visual Image of El Paso

6.

4.

5.

#### \*RESOLUTION

.....

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, DANDADE USHA P MD & PRITAM B MD, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

**WHEREAS**, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

# NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

Lot Tr 9-F (7.8335 Ac), Block 11, Upper Valley Subdivision, City of El Paso, El Paso County, Texas, PID #U819-999-011E-0029

to be \$607.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 24th day of July, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount SIX HUNDRED SEVEN AND 00/100 DOLLARS (\$607.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

#### \*RESOLUTION

**WHEREAS**, in accordance with Chapter 9.04 of the El Paso City Code, TROPICANA DEVELOPMENT INC, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

**WHEREAS**, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

### NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

Lot 11, Block 12, Sunset Terrace #4 Subdivision, City of El Paso, El Paso County, Texas, PID #S987-999-0120-1100

to be \$308.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 15th day of August, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED EIGHT AND 00/100 DOLLARS (\$308.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

#### \*RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, TROPICANA DEVELOPMENT, INC, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

**WHEREAS**, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

# NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

Lot 19 (Exc Ely Pt) (6648.00 Sq Ft), Block 9, Sunset Terrace #4 Subdivision, City of El Paso, El Paso County, Texas, PID #S987-999-0090-1900

to be \$326.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 15th day of August, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED TWENTY SIX AND 00/100 DOLLARS (\$326.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

#### \*RESOLUTION

**WHEREAS**, in accordance with Chapter 9.04 of the El Paso City Code, BARRAZA JESUS F, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

**WHEREAS**, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

# NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

401 Clayton Rd, more particularly described as Lot 15-N (1.00 AC), Block 6, Upper Valley Tr Subdivision, City of El Paso, El Paso County, Texas, PID #U819-999-006A-1050

to be \$602.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 17<sup>th</sup> day of April, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount SIX HUNDRED TWO AND 00/100 DOLLARS (\$602.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

#### \*RESOLUTION

**WHEREAS**, in accordance with Chapter 9.04 of the El Paso City Code, HORIZONTE RESIDENTIAL DEVELOPERS LLC, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

**WHEREAS**, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

# NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

880 West Gate Dr, more particularly described as Lot 16, Block 1, Horizonte Residencial Subdivision, City of El Paso, El Paso County, Texas, PID #H807-999-0010-1600

to be \$471.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 5<sup>th</sup> day of April, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED SEVENTY ONE AND 00/100 DOLLARS (\$471.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

#### \*RESOLUTION

**WHEREAS**, in accordance with Chapter 9.04 of the El Paso City Code, BENAVIDEZ GABRIEL, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

**WHEREAS**, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

### NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

5772 Ethel Rd, more particularly described as Lot 266 Abst 8716 Tr 21-H (0.135 AC), S A & M G RR Surv Subdivision, City of El Paso, El Paso County, Texas, PID #X266-999-S00B-6560

to be \$1789.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 29<sup>th</sup> day of March, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount ONE THOUSAND SEVEN HUNDRED EIGHTY NINE AND 00/100 DOLLARS (\$1789.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

#### \*RESOLUTION

**WHEREAS**, in accordance with Chapter 9.04 of the El Paso City Code, ESCOBAR ENRIQUE, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

**WHEREAS**, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

# NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

Lot 24 (Private Open Area) (20599.19 Sq Ft), Block 1, Spanish Courts Subdivision, City of El Paso, El Paso County, Texas, PID #S564-999-0010-2400

to be \$668.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 10th day of April, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount SIX HUNDRED SIXTY EIGHT AND 00/100 DOLLARS (\$668.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

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#### \*RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, SANCHEZ GREGORIO & CRUZ P, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

**WHEREAS**, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

### NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

117 Tobin PI, more particularly described as Lot 36 & S 1/2 Of 35 (4687.50 Sq Ft), Block 2, Tobins Second Subdivision, City of El Paso, El Paso County, Texas, PID #T582-999-0020-5700

to be \$457.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 23rd day of August, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED FIFTY SEVEN AND 00/100 DOLLARS (\$457.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

#### \*RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, SILVA RICHARD P & AMABILIA, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

**WHEREAS**, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

# NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

4317 Cumberland Ave, more particularly described as Lot 7 To 10 (14000 Sq Ft), Block 78, Government Hill Subdivision, City of El Paso, El Paso County, Texas, PID #G569-999-0780-1500

to be \$314.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 23rd day of February, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FOURTEEN AND 00/100 DOLLARS (\$314.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

#### \*RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, BARRAGAN HECTOR M & ROSA, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

**WHEREAS**, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

# NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

3319 Montana Ave, more particularly described as Lot 9 & 10 (7000 Sq Ft), Block 107, East El Paso Subdivision, City of El Paso, El Paso County, Texas, PID #E014-999-1070-1900

to be \$395.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 11<sup>th</sup> day of March, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED NINETY FIVE AND 50/100 DOLLARS (\$395.50) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

#### \*RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, CASTILLO HUGO B, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

**WHEREAS**, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

### NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

124 S Carolina Dr, more particularly described as Lot Tr 6-C-2 (0.18 Ac) & Tr 5-B-3 (0.09 Ac) (0.27 Ac), Block 26, Ysleta Subdivision, City of El Paso, El Paso County, Texas, PID #Y805-999-0260-0617

to be \$364.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 14th day of September, 2023, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED SIXTY FOUR AND 00/100 DOLLARS (\$364.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

#### \*RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, GUERRA WENTY, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

**WHEREAS**, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

### NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

133 S Little Flower Rd, more particularly described as Lot 10 (9458 Sq Ft), Block 13, Millers Lakeside Replat Subdivision, City of El Paso, El Paso County, Texas, PID #M452-999-0130-5500

to be \$327.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 14th day of August, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED TWENTY SEVEN AND 00/100 DOLLARS (\$327.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

#### **\*RESOLUTION**

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, HARBECK LINDA L, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

**WHEREAS**, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

# NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

9457 E B Taulbee Dr, more particularly described as Lot 18 (8190 Sq Ft), Block 7, Casner Heights Subdivision, City of El Paso, El Paso County, Texas, PID #C231-999-0070-3500

to be \$340.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 26th day of February, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FORTY AND 50/100 DOLLARS (\$340.50) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

#### \*RESOLUTION

**WHEREAS**, in accordance with Chapter 9.04 of the El Paso City Code, GARCIA SUSANA, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

**WHEREAS**, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

### NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

5986 Equinox Ct, more particularly described as Lot 2 (4000.00 Sq Ft), Block 2, Sun Valley Ranch Replat A Subdivision, City of El Paso, El Paso County, Texas, PID #S820-999-0020-0210

to be \$1395.25, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 12<sup>th</sup> day of March, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount ONE THOUSAND THREE HUNDRED NINETY FIVE AND 25/100 DOLLARS (\$1395.25) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

#### \*RESOLUTION

**WHEREAS**, in accordance with Chapter 9.04 of the El Paso City Code, BERGER VALERIA A, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

**WHEREAS**, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

# NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

11968 Mesquite Lake Ln, more particularly described as Lot 14 (5959.32 Sq Ft), Block 9, Mesquite Hills Subdivision, City of El Paso, El Paso County, Texas, PID #M395-999-0090-1400

to be \$420.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 29<sup>th</sup> day of February, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED TWENTY AND 50/100 DOLLARS (\$420.50) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

### **\*RESOLUTION**

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, SALDIVAR ARMANDO A, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

**WHEREAS**, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

# NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

164 Aranda Ln, more particularly described as Lot 22, Block 1, Frutas Place Subdivision, City of El Paso, El Paso County, Texas, PID #F868-999-0010-5800

to be \$447.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 27th day of July, 2023, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED FORTY SEVEN AND 00/100 DOLLARS (\$447.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

# \*RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, HOLGUIN ILIANA N, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

**WHEREAS**, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

# NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

241 Elvin Way, more particularly described as Lot 1 (13157.25 Sq Ft), Block 1, Pueblo Querido Subdivision, City of El Paso, El Paso County, Texas, PID #P920-999-0010-0100

to be \$278.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 22nd day of September, 2023, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount TWO HUNDRED SEVENTY EIGHT AND 00/100 DOLLARS (\$278.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

# \*RESOLUTION

**WHEREAS**, in accordance with Chapter 9.04 of the El Paso City Code, SALDIVAR SOLEDAD, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

**WHEREAS**, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

# NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

8401 Roseway Dr, more particularly described as Lot 4, Block 1, Diamantina VII Subdivision, City of El Paso, El Paso County, Texas, PID #D474-999-0010-0400

to be \$312.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 15<sup>th</sup> day of April, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED TWELVE AND 00/100 DOLLARS (\$312.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

# \*RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, SALDIVAR SOLEDAD, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

**WHEREAS**, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

# NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

8403 Roseway Dr, more particularly described as Lot 3, Block 1, Diamantina VII Subdivision, City of El Paso, El Paso County, Texas, PID #D474-999-0010-0300

to be \$735.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 15<sup>th</sup> day of April, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount SEVEN HUNDRED THIRTY FIVE AND 00/100 DOLLARS (\$735.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

REGULAR CITY COUNCIL MEETING MINUTES MAY 13, 2025 23

# \*RESOLUTION

**WHEREAS**, in accordance with Chapter 9.04 of the El Paso City Code, SALDIVAR SOLEDAD, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

**WHEREAS**, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

# NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

8407 Roseway Dr, more particularly described as Lot 1, Block 1, Diamantina VII Subdivision, City of El Paso, El Paso County, Texas, PID #D474-999-0010-0100

to be \$322.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 15<sup>th</sup> day of April, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED TWENTY TWO AND 00/100 DOLLARS (\$322.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

### \*RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, QUINONEZ MARIA M (LE) & ALMANZA LORENZO, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

**WHEREAS**, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

REGULAR CITY COUNCIL MEETING MINUTES MAY 13, 2025

# NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

9858 Lilly Dr, more particularly described as Lot 14, Block 7, Valley South Subdivision, City of El Paso, El Paso County, Texas, PID #V258-999-0070-2700

to be \$349.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 27<sup>th</sup> day of March, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FORTY NINE AND 00/100 DOLLARS (\$349.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

# \*RESOLUTION

**WHEREAS**, in accordance with Chapter 9.04 of the El Paso City Code, ESCOBAR ENRIQUE, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

**WHEREAS**, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

# NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

712 S Mesa St, more particularly described as Lot 16 (3120 Sq Ft), Block 86, Campbell Subdivision, City of El Paso, El Paso County, Texas, PID #C050-999-0860-7100

to be \$483.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 15<sup>th</sup> day of February, 2024, and approves the costs described herein.

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2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED EIGHTY THREE AND 00/100 DOLLARS (\$483.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

Goal 6: Set the Standard for Sound Governance and Fiscal Management

7.

8.

### \*RESOLUTION

WHEREAS, pursuant to Section 33.01 I(k) of the Texas Tax Code ("Tax Code"), the governing body of a taxing unit may waive penalties and interest on a delinquent tax if the property for which the tax is owed is subject to a mortgage that does not require the owner of the property to fund an escrow account for the payment of the taxes on the property; the tax bill was mailed or delivered by electronic means to the mortgagee of the property, but the mortgagee failed to mail a copy of the bill to the owner of the property as required by Section 31.0IG); and the taxpayer paid the tax not later than the 21st day after the date the taxpayer knew or should have known of the delinquency; and

WHEREAS, pursuant to Section 33.01 l(d) a request for waiver of penalties and interest pursuant to Section 33.01 l(k) must be made before the 181st day after the delinquency date; and

**WHEREAS**, pursuant to Section 33.01 l(d) of the Tax Code, taxpayer, Ramadevi Subramani Reddy ("Taxpayer") requested a waiver of penalties and interest on March 7, 2025, before the 181st day after the delinquency date, in the amount of \$684.36 for the 2024 delinquent taxes for the property with the following legal description:

# BLK 2 CIMARRON SAGE #1 LOT 12

WHEREAS, the taxpayer submits evidence sufficient to show that the tax bill was mailed or delivered by electronic means to the mortgagee of the property, but the mortgagee failed to mail a copy of the bill to the owner of the property as required by Section 3 I.0IG); and the taxpayer paid the tax not later than the 21st day after the date the taxpayer knew or should have known of the delinquency;

# NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

**THAT** the Taxpayer, Ramadevi Subramani Reddy, has met the requirements of Section 33.011 of the Tax Code for the request of waiver of penalties and interest, and the City waives the penalty and interest amount on the 2024 delinquent taxes, pursuant to Section 33.01 l(k) of the Tax Code, in the amount of \$684.36 for the property with the following legal description:

BLK 2 CIMARRON SAGE #1 LOT 12

# \*RESOLUTION

#### REGULAR CITY COUNCIL MEETING MINUTES MAY 13, 2025

WHEREAS, pursuant to Section 33.0ll(a)(I) of the Texas Tax Code ("Tax Code"), the governing body of a taxing unit shall waive penalties and may provide for the waiver of interest on a delinquent tax if an act or omission of an officer, employee, or agent of the taxing unit or the appraisal district in which the taxing unit participates caused or resulted in the taxpayer's failure to pay the tax before delinquency and if the tax is paid not later than the 21st day after the date the taxpayer knows or should know of the delinquency; and

**WHEREAS**, pursuant to Section 33.01 l(d) must be made before the 181st day after the delinquency date; and

**WHEREAS**, pursuant to Section 33.0ll(d) of the Tax Code, taxpayer, THE LOPEZ GP ("Taxpayer") requested a waiver of penalties and interest on March 19, 2025, before the 181st day after the delinquency date, in the amount of \$23.73 for the 2024 delinquent taxes for the properties with the following legal description:

### CMP FURN MACH YEH

**WHEREAS,** the taxpayer submits evidence sufficient to show that the taxpayer requested a waiver of penalties and interest payment for the tax before the 181st day after the delinquency date.

# NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

**THAT** the Taxpayer, THE LOPEZ GP, has met the requirements of Section 33.011 of the Tax Code for the request of waiver of penalties and interest and the City waives the penalty and interest amount on the 2024 delinquent taxes pursuant to Section 33.011 of the Tax Code in the amount of \$23.73, for the properties with the following legal description:

### CMP FURN MACH YEH

Goal 8: Nurture and Promote a Healthy, Sustainable Community

9.	*RESOLUTION

**WHEREAS**, on August 25, 2023, the City of El Paso ("City") awarded Contract No. 2023- 0402 Rescue Concentrate Disinfectant to the following vendor:

1. Midwest Veterinary Supply, Inc.

**WHEREAS,** pursuant to the Attribute 29. Contract Clauses - Section 8. A: Termination for Convenience, and

WHEREAS, the reason for termination is that the Contract's expenditures have been met, and

WHEREAS, the City desires to terminate the Contract without cause.

NOW, THEREFORE, BE IT RESOLVED BY CITY COUNCIL OF THE CITY OF EL PASO:

That the Purchasing Director of Purchasing & Strategic Sourcing is authorized to notify Midwest Veterinary Supply, Inc. that the City is terminating Contract No. 2023-0402 Rescue

REGULAR CITY COUNCIL MEETING MINUTES MAY 13, 2025

Concentrate Disinfectant for convenience, as the Contract's expenditures have been met, pursuant to Attribute 29. Contract Clauses - Section 8.A of this contract, and that the termination shall be effective as of May 13, 2025.

# CONSENT AGENDA – BOARD APPOINTMENTS:

# Goal 8: Nurture and Promote a Healthy, Sustainable Community

\*Motion made, seconded, and unanimously carried to APPOINT Debó Wakefield to the Women's Rights Commission by Mayor Renard U. Johnson.

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**11.** \*Motion made, seconded, and unanimously carried to **APPOINT** Gladys Guzman to the Americorps Senior Advisory Council by Representative Ivan NIño, District 5.

# CONSENT AGENDA – APPLICATIONS FOR TAX REFUNDS:

# Goal 6: Set the Standard for Sound Governance and Fiscal Management

- \*Motion made, seconded, and unanimously carried to APPROVE the tax refunds greater than \$2,500 listed below:
  - 1. Corelogic Tax LLC, in the amount of \$4,189.47, made an overpayment on December 26, 2024 of 2024 taxes. (Geo. #L144-999-0010-0100)
  - 2. Sierra Title Company Inc., in the amount of \$4,257.68, made an overpayment on December 27, 2024 of 2024 taxes. (Geo. #Y848-999-0000-0300)

CONSENT AGENDA - NOTICE OF CAMPAIGN CONTRIBUTIONS:

Goal 5: Promote Transparent and Consistent Communication Amongst All Members of the

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**13.** \*Motion made, seconded, and unanimously carried to **NOTE** pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by Representative Boyar Trejo in the amount of \$5,000 from The Texas Realtors Political Action Committee.

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**14.** \*Motion made, seconded, and unanimously carried to **NOTE** pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by Representative Lily Limón in the amount of \$5,000 from the Texas Realtors Political Action Committee.

# CONSENT AGENDA - BEST VALUE PROCUREMENTS:

Goal 4: Enhance El Paso's Quality of Life through Recreational, Cultural and Educational

#### **15.** 1<sup>ST</sup> MOTION

\*Motion made, seconded, and unanimously carried to **MOVE** the item to the Regular Agenda.

### 2<sup>ND</sup> MOTION AND FINAL MOTION

Motion made by Alternate Mayor Pro Tempore Fierro, seconded by Representative Canales, and unanimously carried to **AWARD** Solicitation 2025-0157 Security Guard Services- MCAD to Nighteyes Protective Services, Inc. for a term of three (3) years for a total estimated amount of \$1,181,535.00. This contract will provide security guard services at various museum locations, Museums and Cultural Affairs Department (MCAD) administrative offices, and MCAD-sponsored markets and festivals.

REGULAR CITY COUNCIL MEETING MINUTES MAY 13, 2025

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$601,336.92 for the initial term, which represents a 103.64% increase due to increase in nonarmed security guard service hours, addition of armed security guard services and hourly rate increases.

Department:	Museums & Cultural Affairs
Award to:	Nighteyes Protective Services, Inc.
City & State:	El Paso, TX
Item(s):	All
Initial Term:	3 Years
Option Term:	N/A
Total Contract Time:	3 Years
Annual Estimated Award:	\$393,845.00
Initial Term Estimated Award:	\$1,181,535.00
Option Term Estimated Award:	N/A
Total Estimated Award:	\$1,181,535.00
Account(s):	454-1000-54000-522120
	454-1000-54020-522120
	454-1000-54030-522120
	454-1000-54240-522120
Funding Source(s):	General Fund
District(s):	All

This was a Best Value Bid Procurement - unit price contract. The Purchasing & Strategic Sourcing and Museums & Cultural Affairs Departments recommend award as indicated to Nighteyes Protective Services, Inc. the highest ranked bidder based on the evaluation factors established in the evaluation criteria for this procurement.

It is requested that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of this award.

Representative Acevedo commented.

Mr. Ben Fyffe, Museums and Cultural Affairs Managing Director, commented.

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales NAYS: None

# Goal 7: Enhance and Sustain El Paso's Infrastructure Network

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16. \*Motion made, seconded, and unanimously carried to AWARD Solicitation 2024-0653 Parks Permanent Restroom Cleaning to Ace Government Services, LLC for an initial term of three (3) years for an estimated amount of \$499,140.00. The total contract time is for three (3) years for a total estimated amount of \$499,140.00. This contract will provide restroom cleaning services at City parks.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$219,900.00 for the initial term, which represents a 78.75% increase due to an increase in prices and seven additional parks added to the scope of work.

REGULAR CITY COUNCIL MEETING MINUTES MAY 13, 2025

Department:	Parks and Recreation	
Award to:	Ace Government Services, LLC	
City & State:	El Paso, TX	
Item(s):	All	
Initial Term:	3 Years	
Option Term:	NA	
Total Contract Time:	3 Years	
Annual Estimated Award:	\$166,380.00	
Initial Term Estimated Award: \$499,140.00		
Option Term Estimated Award: NA		
Total Estimated Award:	\$499,140.00	
Account(s):	451-1000-522060-51295-P5120	
Funding Source(s):	General Fund	
District(s):	All	

This was a Best Value Bid Procurement - unit price contract.

The Purchasing & Strategic Sourcing and Parks and Recreation Departments recommend award as indicated to ACE Government Services, LLC, the highest ranked bidder based on the evaluation factors established in the evaluation criteria for this procurement.

It is requested that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of this award.

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# <u>CONSENT AGENDA – BIDS:</u>

#### Goal 7: Enhance and Sustain El Paso's Infrastructure Network

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17. \*Motion made, seconded, and unanimously carried to AWARD Solicitation 2025-0054 Auxiliary Generator Maintenance to American Generator Services North America for an initial term of three (3) years for an estimated award of \$549,923.53. The total contract time is for three (3) years for a total estimated amount of \$549,923.53. This contract will allow for the continual maintenance and upkeep of auxiliary generators for Fire, Police, Emergency Management and transmitter sites in the event of a power outage.

#### **Contract Variance:**

The difference based in comparison to the previous contract is as follows: An increase of \$264,923.52 for the initial term, which represents a 92.96% increase due to an increase in prices for scheduled maintenance, 8 new locations added to the scope of work, and an added budgeted amount for emergency parts and services.

Department:	Streets and Maintenance		
Award to:	American Generator Services North America		
City & State:	Houston, Texas		
Item(s):	All		
Initial Term:	3 Years		
Option Term:	NA		
Total Contract Time:	3 Years		
Annual Estimated Award:	\$183,307.84		
Initial Term Estimated Award	I: \$549,923.52		
Option Term Estimated Award: NA			
Total Estimated Award:	\$549,923.52		

REGULAR CITY COUNCIL MEETING MINUTES MAY 13, 2025

Account(s): Funding Source(s): District(s): 532-1000-522260-31040-P3120 General Fund All

Non-competitive unit price contract under Procurement Sourcing Policy Section 9.1.8.1 (2): If a contract cannot be awarded after two competitive procurements/selection process. The requirement can be fulfilled by a non-competitive award.

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to American Generator Services North America under the exemption listed above.

It is requested that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of this award.

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### Goal 8: Nurture and Promote a Healthy, Sustainable Community

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18. \*Motion made, seconded, and unanimously carried to AWARD Solicitation 2025-0075 Rescue Disinfectant to Unimed Government Services, LLC dba UGS Medical for an initial term of three (3) years for an estimated amount of \$290,777.40. The award also includes one (1) term, of two (2) years for an estimated amount of \$193,851.60. The total contract time is for five (5) years for an estimated total amount of \$484,629.00. This contract will allow the purchase of rescue disinfectant, used extensively in day-to-day animal shelter operations.

### Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$172,265.40 for the initial term, which represents a 145.36% increase due to additional quantities required under this contract.

Department:	Animal Services
Award to:	Unimed Government Services dba UGS Medical
City & State:	Lakeville, MN
Item(s): All Initial Term:	3 Years
Option Term:	2 Years
Total Contract Time:	5 Years
Annual Estimated Award:	\$96,925.80
Initial Term Estimated Award	1: \$290,777.40
Option Term Estimated Awa	rd: \$193,851.60
Total Estimated Award:	\$484,629.00
Account(s):	225 - 2580 - 25110 - 531120
Funding Source(s):	Clinical Medical Supplies
District(s):	All

This was a Low Bid Procurement - unit price contract.

The Purchasing & Strategic Sourcing Department and Animal Services Department recommend award as indicated to Unimed Government Services 25-574 dba UGS Medical the lowest responsive and responsible bidder.

It is requested that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of this award.

In accordance with this award, the City Manager or designee is authorized to exercise future options if needed.

# REGULAR AGENDA – MEMBERS OF THE CITY COUNCIL:

Goal 4: Enhance El Paso's Quality of Life through Recreational, Cultural and Educational Environments

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19.

#### RESOLUTION

# BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Council declares that the expenditure of District 5 discretionary funds in an amount not to exceed \$1,500.00 to be used for the purchase of water safety gear/vests in preparation for the upcoming opening of the City's water parks serves the municipal purpose of enhancing the quality of the life of the citizens of El Paso, and by providing a safe and enjoyable experience for all visitors to the City's water parks this season; and

That the City Manager be authorized to effectuate any budget transfer necessary to ensure that the funds are properly expended for such purpose and to execute any related agreements and amendments to such agreements.

Motion made by Representative Niño, seconded by Representative Chávez, and unanimously carried to **APPROVE** the Resolution.

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales NAYS: None

20.

#### RESOLUTION

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#### BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Council authorizes the expenditure of District 1 discretionary funds in an amount not to exceed ONE THOUSAND DOLLARS (\$1,000.00) towards the costs of food, non-alcoholic beverages, and other related items necessary for the support of the "Movies in the Park" event, a one night movie night in Braden Aboud Memorial Park within District 1 on May 23, 2025, and declares that this expenditure serves the municipal purpose of providing recreational and cultural activities to the residents of and visitors to the City of El Paso, which benefits the community and instills community pride, and encourages civic engagement; and

That the City Manager or designee is authorized to accept donations for sponsorship of the event, to negotiate and sign contracts as approved by the City Attorney, to execute any related documents, to effectuate any budget transfers and to appropriate and ensure that the funds are properly expended for the municipal purpose.

Representative Limón commented.

Motion made by Mayor Pro Tempore Chávez, seconded by Representative Niño, and unanimously carried to **APPROVE** the Resolution.

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales

NAYS: None

21.

### ITEMS 21 THROUGH 23 WERE TAKEN TOGETHER

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**ITEM**: Discussion and action that the City Council accept the donation of \$2,500.00 from Schneider Electric for the District 1 Community Cookout at Westside Community Park and other signature community events to be held within the District.

- **22. ITEM**: Discussion and action that the City Council accept the donation of \$500.00 from Rio Vista Behavioral Health for the District 1 Community Cookout at Westside Community Park and other signature community events to be held within the District.
- **23. ITEM:** Discussion and action that the City Council accept the donation of \$5,000.00 from Jobe Materials, L.P. for the District 1 Community Cookout at Westside Community Park and other signature community events to be held within the District.

Representative Chávez commented.

Motion made by Mayor Pro Tempore Chávez, seconded by Representative Maldonado-Rocha, and unanimously carried to **ACCEPT** the donations.

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales

NAYS: None

Goal 5: Promote Transparent and Consistent Communication Amongst All Members of the Community

24. ITEM 24 WAS DISCUSSED WITH ITEM 1

**ITEM**: Discussion and action to allow for public comment on all agenda items as they are heard during the meeting, with a 3 minute time limit on each item.

The following members of the public commented:

- 1. Ms. Amber Perez
- 2. Ms. Lisa Turner

Motion made by Representative Limón, seconded by Representative Acevedo, and unanimously carried to **DELETE** the item.

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales NAYS: None

Goal 8: Nurture and Promote a Healthy, Sustainable Community

25.

# RESOLUTION

**WHEREAS**, the Representative of District 3 desires to use discretionary funds for nurturing and promoting a healthy, sustainable community for El Paso pets and pet owners.

## BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

**THAT** City Council declares the expenditure of District 3 discretionary funds, in an amount not to exceed \$1,000.00 for capital costs related to the new Pet Pantries at El Paso Public Libraries, including mobile microchip scanners, and related accoutrements, which serves the municipal purpose of nurturing and promoting a healthy and sustainable community for El Paso pets and pet owners.

**THAT** the City Manager, or designee, be authorized to effectuate any budget transfers and execute any contracts and/or related documents necessary to ensure that the funds are properly expended for the municipal purpose.

Representatives Maldonado-Rocha and Canales commented.

Motion made by Representative Maldonado-Rocha, seconded by Representative Chávez, and unanimously carried to **APPROVE** the Resolution.

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales NAYS: None

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26.

# RESOLUTION

**WHEREAS**, the Representative of District 6 desires to use discretionary funds for nurturing and promoting a healthy, sustainable community for El Paso pets and pet owners.

### BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

**THAT** City Council declares the expenditure of District 6 discretionary funds, in an amount not to exceed \$1,000.00 for capital costs related to the new Pet Pantries at El Paso Public Libraries, including mobile microchip scanners, and related accoutrements, which serves the municipal purpose of nurturing and promoting a healthy and sustainable community for El Paso pets and pet owners.

**THAT** the City Manager, or designee, be authorized to effectuate any budget transfers and execute any contracts and/or related documents necessary to ensure that the funds are properly expended for the municipal purpose.

Representatives Fierro and Canales commented.

Motion made by Alternate Mayor Pro Tempore Fierro, seconded by Representative Limón, and unanimously carried to **APPROVE** the Resolution.

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales NAYS: None

**27.** Presentation of the Animal Shelter Advisory Committee Annual Report for Calendar Year 2024.

Representative Chris Canales presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Mayor Johnson and Representatives Chávez, Maldonado-Rocha, and Niño commented.

REGULAR CITY COUNCIL MEETING MINUTES MAY 13, 2025

Mr. Terry Kebschull, Animal Services Director, commented.

NO ACTION was taken on this item.

**REGULAR AGENDA – OPERATIONAL FOCUS UPDATES:** 

Goal 1: Create an Environment Conducive to Strong, Sustainable Economic Development:

**28.** Presentation on FY25 Tourism Development by Destination El Paso.

Mr. Jose Garcia, Destination El Paso President and Chief Executive Officer, and Ms. Brooke Underwood, Destination El Paso Executive Director, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Mayor Johnson and Representatives Chávez, Acevedo, Maldonado-Rocha, Niño, and Fierro commented.

Ms. Dionne Mack, City Manager, commented.

**NO ACTION** was taken on this item.

The Regular City Council meeting was **RECESSED** at 11:30 a.m. to convene the Mass Transit Department Board Meeting.

The Regular City Council meeting was **RECONVENED** at 11:33 a.m.

# CALL TO THE PUBLIC – PUBLIC COMMENT:

The following members of the public commented:

- 1. Ms. Elizabeth Crawford
- 2. Ms. Danielle Brissette
- 3. Mr. Frank Larios
- 4. Mr. Ron Comeau
- 5. Ms. Claudia Contreras Siller
- 6. Ms. Carol Cassady

Representative Limón commented on the Magoffin District topic.

# REGULAR AGENDA – FIRST READING OF ORDINANCES:

Motion made by Representative Limón, seconded by Representative Fierro, and unanimously carried that the following Ordinances, having been introduced pursuant to Section 3.9 of the El Paso City Charter, be **ADVERTISED** for public hearing:

AYES: Representatives Chávez, Acevedo, Boyar Trejo, Niño, Fierro, Limón, and Canales NAYS: None

NOT PRESENT FOR THE VOTE: Representative Maldonado-Rocha

Goal 3: Promote the Visual Image of El Paso

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**29.** An Ordinance changing the zoning of a portion of Tract 1-B-1 and 1-B-2, O.A. Danielson Survey 314 and a portion of Tract 3-B, Block 56, Ysleta Grant Survey, City of El Paso, El Paso County, Texas from C-3/sc (Commercial/special contract) to C-4/sc (Commercial/special contract). The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

The proposed rezoning meets the intent of the Future Land Use designation for the property and is in accordance with Plan El Paso, the City's Comprehensive Plan.

Subject Property: Gateway Blvd. East and Americas Applicant: Ivey Partners LTD, PZRZ24-00037

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**30.** An Ordinance changing the zoning of a portion of Tract 70 and 71, Cinecue Park Subdivision, 422 S. Yarbrough Drive, City of El Paso, El Paso County, Texas from R-F (Ranch and Farm) to C-1 (Commercial), and imposing conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

The proposed rezoning meets the intent of the Future Land Use designation for the property and is in accordance with Plan El Paso, the City's Comprehensive Plan.

Subject Property: 422 S. Yarbrough Drive Applicant: Enrique Padilla and Erika Zuniga, PZRZ24-00032

# Goal 7: Enhance and Sustain El Paso's Infrastructure Network

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31. An Ordinance amending Title 12 (Vehicles and Traffic), Chapter 12.48 (Loading Zones, Bus and Taxi Stands), of the El Paso City Code to perform the following: Amend Chapter 12.48 (Loading Zones, Bus and Taxi Stands) heading to ADD "Rideshare Zones"; Amend section 12.48.010 (Loading Zone - Authority to Designate) to ADD Paragraph C; Amend Section 12.48.030 (Loading Zone - Pick-Up and Discharge of Passengers) to replace "Passenger" with "Rideshare or Taxi", and to ADD "For a Maximum of Five Minutes"; Amend Section 12.48.040 (Public Carrier Stops, Stands and Route - Authority to Designate) Paragraph A to ADD "Rideshare Zones" and "Rideshare Zone"; Amend Section 12.48.050 (Use of Stands by Buses and Taxicabs) heading to ADD "Rideshare Vehicles", and to ADD Paragraph E; Amend Section 12.48.060 (Use of Stands by Other than Those Designated for) to DELETE "Or Other Than", and to ADD "Or other than a Rideshare Vehicle in a Rideshare Zone". The penalty as provided in Chapter 12.84 of the El Paso City Code.

PUBLIC HEARING WILL BE HELD ON MAY 28, 2025 FOR ITEMS 29 THROUGH 31

**REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES:** 

Goal 3: Promote the Visual Image of El Paso

32.

#### ITEMS 32 AND 33 WERE TAKEN TOGETHER

#### **ORDINANCE 019728**

The City Clerk read an Ordinance entitled: AN ORDINANCE CHANGING THE ZONING OF LOTS 6-9, BLOCK 1, GOLDEN HILL ADDITION, 1814 & 1818 ARIZONA AVENUE, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-5 (RESIDENTIAL) TO A-O (APARTMENT/OFFICE). THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

THE PROPOSED REZONING MEETS THE INTENT OF THE FUTURE LAND USE DESIGNATION FOR THE PROPERTY AND IS IN ACCORDANCE WITH PLAN EL PASO, THE CITY'S COMPREHENSIVE PLAN.

33.

#### **ORDINANCE 019729**

The City Clerk read an Ordinance entitled: AN ORDINANCE GRANTING SPECIAL PERMIT NO. PZST24-00010, TO ALLOW FOR INFILL DEVELOPMENT WITH 50% PARKING REDUCTION ON THE PROPERTY DESCRIBED AS LOTS 6-9, BLOCK 1, GOLDEN HILL ADDITION, 1814 & 1818 ARIZONA AVENUE, CITY OF EL PASO, EL PASO COUNTY, TEXAS, PURSUANT TO SECTION 20.10.280 INFILL DEVELOPMENT OF THE EL PASO CITY CODE. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

THE PROPOSED SPECIAL PERMIT MEETS THE INTENT OF THE FUTURE LAND USE DESIGNATION FOR THE PROPERTY AND IS IN ACCORDANCE WITH PLAN EL PASO, THE CITY'S COMPREHENSIVE PLAN.

Representative Canales commented.

Motion duly made by Representative Canales, seconded by Representative Fierro, and carried that the Ordinances be **ADOPTED**.

Whereupon the Mayor ordered that a vote be taken on the passage and adoption of the Ordinances which when so done resulted as follows:

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales NAYS: None

Whereupon the Mayor ordered that, the vote having been cast in favor of the Ordinances, the same be and the same are hereby **ADOPTED**.

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34.

ORDINANCE 019730

The City Clerk read an Ordinance entitled: AN ORDINANCE GRANTING SPECIAL PERMIT NO. PZST24-00016, TO ALLOW FOR INFILL DEVELOPMENT WITH REDUCTIONS TO AVERAGE LOT WIDTH, FRONT, REAR, AND SIDE YARD SETBACKS AND 100% PARKING REDUCTION ON THE PROPERTY DESCRIBED AS LOT 9, BLOCK 38, MAGOFFIN SUBDIVISION, 903 PARK STREET, CITY OF EL PASO, EL PASO COUNTY, TEXAS, PURSUANT TO SECTION 20.10.280 INFILL DEVELOPMENT OF THE EL PASO CITY CODE. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

THE PROPOSED SPECIAL PERMIT MEETS THE INTENT OF THE FUTURE LAND USE DESIGNATION FOR THE PROPERTY AND IS IN ACCORDANCE WITH PLAN EL PASO, THE CITY'S COMPREHENSIVE PLAN.

Motion duly made by Representative Canales, seconded by Representative Fierro, and carried that the Ordinance be **ADOPTED**.

Whereupon the Mayor ordered that a vote be taken on the passage and adoption of the Ordinance which when so done resulted as follows:

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales NAYS: None

Whereupon the Mayor ordered that, the vote having been cast in favor of the Ordinance, the same be and the same is hereby **ADOPTED**.

#### \_\_\_\_\_ ITEMS 35 AND 36 WERE TAKEN TOGETHER

### **ORDINANCE 019731**

The City Clerk read an Ordinance entitled: AN ORDINANCE CHANGING THE ZONING OF TRACT 11B AND TRACT 12E, BLOCK 7, YSLETA GRANT, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-F (RANCH AND FARM) TO R-4 (RESIDENTIAL) AND IMPOSING A CONDITION. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

THE PROPOSED REZONING MEETS THE INTENT OF THE FUTURE LAND USE DESIGNATION FOR THE PROPERTY AND IS IN ACCORDANCE WITH PLAN EL PASO. THE CITY'S COMPREHENSIVE PLAN.

#### 36.

35.

### ORDINANCE 019732

The City Clerk read an Ordinance entitled: AN ORDINANCE CHANGING THE ZONING OF TRACT 3-A-3 AND TRACT 5-A-1, BLOCK 7, YSLETA GRANT, CITY OF EL PASO, EL PASO COUNTY, TEXAS: PARCEL 1 FROM R-F (RANCH AND FARM) TO C-1 (COMMERCIAL) AND PARCEL 2 FROM R-F (RANCH AND FARM) TO C-2 (COMMERCIAL), AND IMPOSING CONDITIONS. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

THE PROPOSED REZONING MEETS THE INTENT OF THE FUTURE LAND USE DESIGNATION FOR THE PROPERTY AND IS IN ACCORDANCE WITH PLAN EL PASO. THE CITY'S COMPREHENSIVE PLAN.

Motion duly made by Representative Limón, seconded by Representative Chávez, and carried that the Ordinances be **ADOPTED**.

Whereupon the Mayor ordered that a vote be taken on the passage and adoption of the Ordinances which when so done resulted as follows:

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón. and Canales NAYS: None

Whereupon the Mayor ordered that, the vote having been cast in favor of the Ordinances, the same be and the same are hereby **ADOPTED**.

#### 37.

#### \_\_\_\_\_ ORDINANCE 019733

The City Clerk read an Ordinance entitled: AN ORDINANCE GRANTING A NON-EXCLUSIVE FRANCHISE TO RIO GRANDE WASTE SERVICES, INC. TO OPERATE AND MAINTAIN A SOLID WASTE COLLECTION AND HAULER SERVICE WITHIN THE CITY OF EL PASO SUBJECT TO THE FRANCHISE TERMS AND CONDITIONS; THE PENALTY AS PROVIDED IN SECTION 9.04.630 OF THE EL PASO CITY CODE.

Motion duly made by Alternate Mayor Pro Tempore Fierro, seconded by Representative Boyar Trejo, and carried that the Ordinance be **ADOPTED**.

Whereupon the Mayor ordered that a vote be taken on the passage and adoption of the Ordinance which when so done resulted as follows:

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales NAYS: None

Whereupon the Mayor ordered that, the vote having been cast in favor of the Ordinance, the same be and the same is hereby **ADOPTED**.

# REGULAR AGENDA – OTHER BUSINESS:

Goal 6: Set the Standard for Sound Governance and Fiscal Management

38.

RESOLUTION

WHEREAS, the City Council previously appropriated funding for the Master Project PCP20FDRENOMSTR ("Master Project") as part of the approved Capital Improvement Plan ("CIP"); and

**WHEREAS,** the City now desires to allocate funding from the Master project into a newly identified or existing sub-projects, Fire Station 16 Renovations, to better manage and implement the scope of the improvements under the Master Project; and

**WHEREAS**, in accordance with the Administrative Policies and Procedures for CIP Budget Transfers adopted in October 24, 2023, a budget transfer from master project into subprojects requires approval by City Council; and

**WHEREAS**, the Office of Management and Budget ("OMB") has reviewed the proposed budget transfers and recommends approval.

# NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

**THAT,** the City Manager, or designee, be authorized to effectuate the listed budget transfer to add funds from Master Project PCP20FDRENOMSTR and align the budget for the project Fire Station 16 Renovations in accordance with updated project scope and expenditure needs, as respectively listed and referenced below:

BT Number	Fund	Project	Increase /(Decrease)
2025-0681	4820	PCP20FDRENOMSTR	(\$4,081.41)
		PCP22FS16RENOV2	\$4,081.41

Motion made by Representative Limón, seconded by Representative Fierro, and unanimously carried to **APPROVE** the Resolution.

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales

NAYS: None

REGULAR CITY COUNCIL MEETING MINUTES MAY 13, 2025

### RESOLUTION

**WHEREAS,** members of the U.S. Congress may request funding to support specific community projects within their districts as part of the annual federal appropriations process; and

**WHEREAS**, such funding is referred to as "Community Project Funding" within the U.S. House of Representatives; and

**WHEREAS,** the Office of Congresswoman Veronica Escobar is currently accepting Community Project Funding requests; and

**WHEREAS**, the City of El Paso has identified the Segundo Barrio Safe Streets Project (the "Project") as worthy of funding through the Community Project Funding process.

# THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

**THAT** City staff is authorized to submit an application to the Office of Congresswoman Veronica Escobar requesting funds from the Community Project Funding program requesting an appropriation from the Community Project Funding program in the amount of \$5,000,000.00, with the federal government contributing \$4,000,000.00 and a \$1,000,000.00 match from the City, for the Segundo Barrio Safe Streets Project;

**THAT** the City Manager, or designee, is authorized to sign any documents necessary for the proper submission of said application;

**THAT** the City Manager, or designee, is authorized to sign any documents necessary to accept a grant resulting from said application, after consultation with the City Attorney's Office;

**THAT** the City Manager, or designee, is authorized to sign any documents related to a grant resulting from the application, including, but not limited to, revisions to the project scope, and revisions that increase, decrease or de-obligate program funds;

**THAT** the City Manager, or designee, is authorized to explore funding sources and partnerships that leverage the strength of said application and any grant resulting from said application.

Representative Canales commented.

Motion made by Representative Canales, seconded by Representative Limón, and unanimously carried to **APPROVE** the Resolution.

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales NAYS: None

**40**.

RESOLUTION

**WHEREAS**, members of the U.S. Congress may request funding to support specific community projects within their districts as part of the annual federal appropriations process; and

**WHEREAS**, such funding is referred to as "Community Project Funding" within the U.S. House of Representatives; and

**WHEREAS,** the Office of Congresswoman Veronica Escobar is currently accepting Community Project Funding requests; and

**WHEREAS**, the City of El Paso has identified the I-10 Deck Plaza Project (the "Project") as worthy of funding through the Community Project Funding process.

# THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

**THAT** City staff is authorized to submit an application to the Office of Congresswoman Veronica Escobar requesting funds from the Community Project Funding program requesting an appropriation from the Community Project Funding program in the amount of \$5,000,000, with the federal government contributing \$4,000,000, a \$750,000 match from the City, and \$250,000 match from the Deck Plaza Foundation, for the I-10 Deck Plaza Project;

**THAT** the City Manager, or designee, is authorized to sign any documents necessary for the proper submission of said application;

**THAT** the City Manager, or designee, is authorized to sign any documents necessary to accept a grant resulting from said application, after consultation with the City Attorney's Office;

**THAT** the City Manager, or designee, is authorized to sign any documents related to a grant resulting from the application, including, but not limited to, revisions to the project scope, and revisions that increase, decrease or de-obligate program funds;

**THAT** the City Manager, or designee, is authorized to explore funding sources and partnerships that leverage the strength of said application and any grant resulting from said application.

Representative Canales commented.

The following members of the public commented:

- 1. Mr. Bruno Vasquez
- 2. Mr. Eddie Chavez

Motion made by Representative Canales, seconded by Representative Fierro, and unanimously carried to **APPROVE** the Resolution.

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales

NAYS: None

Motion made by Representative Limón, seconded by Representative Boyar Trejo, and unanimously carried to **ADJOURN** this meeting at 12:46 p.m.

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales NAYS: None

APPROVED AS TO CONTENT:

Laura D. Prine, City Clerk

.....

Renard U. Johnson Mayor

**DIONNE MACK** CITY MANAGER



CITY COUNCIL Alejandra Chávez, District 1 Josh Acevedo, District 2 Deanna Maldonado-Rocha, District 3 Cynthia Boyar Trejo, District 4 Ivan Niño, District 5 Art Fierro, District 6 Lily Limón, District 7 Chris Canales, District 8

# CITY COUNCIL WORK SESSION MINUTES May 12, 2025 COUNCIL CHAMBERS, CITY HALL AND VIRTUALLY 9:05 A.M.

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The City Council met at the above place and date. Meeting was called to order at 9:02 a.m. Mayor Renard Johnson was present and presiding. The following Council Members answered roll call: Alejandra Chávez, Josh Acevedo, Deanna Maldonado-Rocha, Cynthia Boyar Trejo, Ivan Niño, and Lily Limón. Late arrivals: Art Fierro at 9:04 a.m. and Chris Canales at 9:05 a.m.

AGENDA

 Presentation, discussion by the El Paso Central Appraisal District's Executive Director and Chief Appraiser Dinah Kilgore on the City of El Paso's 2025 Pre-Preliminary Values and Protest Period.

The following Central Appraisal District representatives presented a PowerPoint presentation (copy on file in the City Clerk's Office).

- Ms. Dinah Kilgore, CAD Executive Director
- Mr. David Stone, CAD Deputy Chief Appraiser

Mayor Johnson and Representatives Chávez, Maldonado-Rocha, and Canales commented.

**NO ACTION** was taken on this item.

- .....
- 2. **ITEM:** Discussion and action on Board and Commission cross functional team update as directed by City Council on January 22, 2025.

The following City staff members presented a PowerPoint presentation (copy on file in the City Clerk's Office):

- Ms. Laura Prine, City Clerk
- Ms. Laura Cruz-Acosta, Strategic Communications Director

Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón and Canales commented.

The following City staff members commented:

• Ms. Dionne Mack, City Manager

- Ms. Karla Nieman, City Attorney
- Mr. Russell Abeln, Senior Assistant City Attorney
- Ms. Josette Flores, Deputy City Attorney
- Ms. Diana Nunez, Assistant City Clerk

Ms. Diana Ramirez, citizen, commented.

### 1<sup>st</sup> MOTION – Main Motion

Motion made by Representative Fierro, seconded by Representative Limón to approve staff's recommendation.

### Primary Amendment

Motion made by Representative Canales, seconded by Representative Limón, and unanimously carried to **AMEND** staff's recommendations as follows:

- Museums and Cultural Affairs Advisory Board (MCAD) accept staff's recommendation to reduce the membership from 18 to 9 however keep the same appointment process so that each member of Council has an appointee for each of those nine seats
- Uptown Parking Benefit District Advisory Committee hold quarterly meetings instead of biannual
- Add a climate and sustainability purview to the City Plan Commission's objectives
- Open Space Advisory Committee Consolidate with CPC instead of Parks and & Recreation and accept staff's recommendation to align oversight of the 10% stormwater fund with Financial Oversight and Audit Committee

#### 2<sup>ND</sup> MOTION – Divide the Question

Motion made by Representative Acevedo, seconded by Representative Canales, and unanimously carried to **DIVIDE THE QUESTION** so the vote on the Open Space Advisory Board (OSAB) could be taken separately

### **3<sup>RD</sup> MOTION – First part of the Primary Amendment**

Motion made by made by Representative Canales, seconded by Representative Limón, to to **AMEND** staff's recommendations as follows:

- Museums and Cultural Affairs Advisory Board (MCAD) accept staff's recommendation to reduce the membership from 18 to 9 however keep the same appointment process so that each member of Council has an appointee for each of those nine seats
- Uptown Parking Benefit District Advisory Committee hold quarterly meetings instead of biannual
- Add a climate and sustainability purview to the City Plan Commission's objectives

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Limón, and Canales

NAYS: Representative Fierro

### 4<sup>TH</sup> MOTION – Second part of the Primary Amendment

• **CONSOLIDATE** the oversight portion of the Open Space Advisory Board with the City Plan Commission (CPC) instead of Parks & Recreation Advisory Board (PRAB)

and accept staff's recommendation to align oversight of the 10% stormwater fund with Financial Oversight and Audit Committee

AYES: Representatives Maldonado-Rocha, Boyar Trejo, Limón, and Canales NAYS: Representatives Chávez, Acevedo, Niño, and Fierro Mayor Johnson broke the tie by voting "NAY". THE MOTION FAILED.

### Amendment to the Main Motion

Motion made by Representative Limón, seconded by Representative Acevedo, to **REJECT** staff's recommendation to reduce board membership from 9 members to 5 members on the following boards:

- City Accessibility Advisory Committee
- Uptown Parking Benefit District Advisory Committee
- Committee on Border Relations

#### 5<sup>TH</sup> MOTION – Secondary Amendment to Previous Amendment

Motion made by Representative Canales, seconded by Representative Limón, and unanimously carried to EXCLUDE the Uptown Parking Benefit District Advisory Committee from the amendment.

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales NAYS: None

#### 6<sup>TH</sup> MOTION - Amendment

Motion made by Representative Limón, seconded by Representative Acevedo, and carried to **REJECT** staff's recommendation to reduce board membership from 9 members to 5 members on the following boards:

- City Accessibility Advisory Committee
- Committee on Border Relations

# 7<sup>TH</sup> MOTION

Motion made by Representative Acevedo, seconded by Representative Limón, and carried to ACCEPT Option 2 for the Open Space Advisory Board and AMEND the recommendation so that it reads as follows:

**Option 2: Retain and Redefine** 

- Update enabling Resolution to redefine intent and purpose
- Biannual Quarterly meetings

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Limón, and Canales

NAYS: Representative Fierro

#### 8<sup>TH</sup> MOTION

Motion made by Representative Acevedo, seconded by Representative Boyar Trejo, and carried to **TABLE** the item in order to receive legal advice in executive session

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Limón, and Fierro

NAYS: Representative Canales

# 9<sup>TH</sup> MOTION

Motion made, seconded, and unanimously carried to TAKE the item FROM THE TABLE

### 10<sup>TH</sup> MOTION

Motion made by Representative Acevedo, seconded by Representative Boyar Trejo, and carried to **DIRECT** the City Manager and City Attorney to engage the Women's Rights Commission with a presentation to gather their input on moving the commission under the Community and Human Development Department, redefining their scope, and moving the meetings to every other month instead of quarterly as presented.

AYES: Representatives Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, and Canales NAYS: Representative Chávez, Fierro, and Limón

### 11<sup>TH</sup> MOTION

Motion made by Representative Canales, seconded by Representative Limón, and unanimously carried to **REQUIRE** for all boards, committees, commissions, and other bodies with an advisory function:

- the development of an annual report including a summary of activities and any recommendations to the City Council arising from the body's discussions throughout the year (which must be delivered to Council in writing by a prescribed deadline, and can be presented during a Council meeting by the membership if desired)
- at least annually a presentation from the staff attorney assigned to the body about that body's charge, purview, legal requirements, etc.

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Limón, Fierro, and Canales

NAYS: None

# 12<sup>TH</sup> MOTION

Motion made by Representative Acevedo, seconded by Representative Canales, and carried to

- create an Ad Hoc Bond Development Advisory Committee that meets during the development of future bonds
- to update the enabling resolution for the Bond Oversight Advisory Committee to redefine the intent and purpose, to require biannual meetings, and include the 2019-2022 bond projects and any future bond projects.

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Limón, and Canales

NAYS: Representative Fierro

# 13<sup>TH</sup> AND FINAL MOTION

Motion made by Representative Canales, seconded by Representative Limón, and unanimously to **ACCEPT** Staff's recommendations **AS REVISED** to:

- Develop and adopt a uniform Ordinance to standardize boards and commissions by addressing
  - > Membership requirements and composition
  - Board terms
  - Responsibilities of board members to include a Code of Conduct agreement, handbook
  - Clarification of operational and advisory roles
  - > Standardize boards to be enacted by Resolution instead of Ordinance
  - Closed session guidelines
  - > Mandatory annual training for all board liaisons and relevant City staff
  - Streamline directives, reports and communications from boards/commissions via City Manager's Office
  - Requirement for all boards, committees, commissions, and other bodies with an advisory function:
    - the development of an annual report including a summary of activities and any recommendations to the City Council arising from the body's discussions throughout the year (which must be delivered to Council in writing by a prescribed deadline, and can be presented during a Council meeting by the membership if desired)
    - at least annually a presentation from the staff attorney assigned to the body about that body's charge, purview, legal requirements, etc.
- Consolidate Capital Improvements Advisory Committee with City Plan Commission
- Add a climate and sustainability purview to the City Plan Commission's objectives
- Reduce membership for Museums and Cultural Affairs Advisory Board from 18 to 9 however keep the same appointment process so that each member of Council has an appointee for each of those nine seats
- Reactivate the Youth Advisory Board
  - > Fill vacancies administratively process through the City Manager's Office
  - Expand eligibility
- Reinstate the Uptown Parking Benefit District Advisory Committee
  - reduce the membership to five
  - expand boundaries
  - hold quarterly meetings
- Reactivate the Committee on Border Relations with nine members
- Sunset the City of El Paso Health Facilities Development Corporation
- Sunset the Construction Board of Appeals
- Sunset the Regional Renewable Energy Advisory Committee
- Create an Ad Hoc Bond Development Advisory Committee that meets during the development of future bonds
- Bond Overview Advisory Committee
  - > Update the enabling resolution to redefine intent and purpose
  - Include 2019 and 2022 bond projects and future bond projects
  - Require biannual meetings

- Direct the City Manager and City Attorney to engage the Women's Rights Commission with a presentation to gather their input on moving the commission under the Community and Human Development Department, redefining their scope, and moving the meetings to every other month.
- Open Space Advisory Committee
  - > Update the enabling Resolution to redefine intent and purpose
  - Require quarterly meetings.

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Limón, Fierro, and Canales

NAYS: None

# EXECUTIVE SESSION

Motion made, seconded, and unanimously carried that the City Council **RETIRE** into **EXECUTIVE SESSION, for Items EX2 through EX7,** at 12:09 p.m. pursuant to Section 3.5A of the El Paso City Charter and the Texas Government Code, Sections 551.071 - 551.089 to discuss the following items:

Section 551.071 CONSULTATION WITH ATTORNEY

Section 551.072 DELIBERATION REGARDING REAL PROPERTY

Section 551.074 PERSONNEL MATTERS

Section 551.087 DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales

NAYS: None

The Executive Session was **RECESSED** at 1:40 p.m. for a lunch break.

The Executive Session was **RECONVENED** at 2:52 p.m.

Motion made, seconded, and unanimously carried to **ADJOURN** the Executive Session at 4:18 p.m. and **RECONVENE** the meeting of the City Council at which time motions were made.

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales

NAYS: None

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# ITEM EX1 WAS TAKEN IN OPEN SESSION

**EX1.** Discussion on purchase, exchange, lease, or value of real property in El Paso; HQ 25-4751

The following City staff members presented a PowerPoint presentation (copy on file in the City Clerk's Office).

- Ms. Yvette Hernandez, Deputy City Manager
- Fire Chief Jonathan Killings
- Police Chief Peter Pacillas

Mayor Johnson and Representatives Acevedo, Boyar Trejo, and Fierro commented.

The following City staff members commented:

- Ms. Dionne Mack, City Manager
- Mr. Mario D'Agostino, Deputy City Manager

Motion made by Alternate Mayor Pro Tempore Fierro, seconded by Representative Maldonado-Rocha, and carried to **APPROVE** the relocation of the Public Safety Complex from Martin Luther King Jr. Blvd. to Global Reach Dr.

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Niño, Fierro, Limón, and Canales

NAYS: Representative Boyar Trejo

**EX2.** Application of El Paso Electric Company to Reconcile Fuel Costs - PUC#57149; HQ#UTILITY-55 (551.071)

Motion made by Mayor Pro Tempore Chávez, seconded by Representative Limón, and unanimously carried that the City Attorney in consultation with the City Manager be **AUTHORIZED** to engage in settlement discussions in the *Application of El Paso Electric Company to Reconcile Fuel Costs*, under the Texas Public Utility Commission, Docket No. 57149, in Matter Number HighQ Utility-55, and to take all steps necessary, including the execution of any required documents, in order to effectuate this authority.

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo Niño, Fierro, Limón, and Canales NAYS: None

**EX3.** Application of El Paso Electric Company to Adjust its Energy Efficiency Cost Recovery Factor - PUC#58052; HQ#UTILITY-66 (551.071)

Motion made by Mayor Pro Tempore Chávez, seconded by Representative Limón, and unanimously carried that the City Attorney in consultation with the City Manager be authorized to hire and retain outside counsel and any other necessary consultants, and to file an intervention in the *Application of El Paso Electric Company for Approval to Revise its Energy Efficiency Cost Recovery Factor*, under the Texas Public Utility Commission, Docket No. 58052, in Matter Number HighQ Utility-66, and to take all steps necessary, including the execution of any required documents, in order to effectuate this authority.

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales NAYS: None

Motion made by Mayor Pro Tempore Chávez, seconded by Representative Limón, and unanimously carried that the City Attorney in consultation with the City Manager be authorized to do the following:

1. Schedule a public hearing on the *Application of El Paso Electric Company to Change Rates* filed on January 27, 2025, under the Texas Public Utility Commission, Docket

**EX4.** Application of El Paso Electric Company to Change Rates - PUC#57568; HQ#UTILITY-60 (551.071)

No. 57568, in Matter Number UTILITY-60, during the June 24th City Council meeting; and

2. Request that El Paso Electric attend, participate, and provide a presentation at the above meeting, once scheduled.

and to take all steps necessary, including the execution of any required documents, in order to effectuate the intent of this motion.

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo Niño, Fierro, Limón, and Canales NAYS: None

**EX5.** Legal consultation regarding the impact of recent Federal Executive Orders on City Operations. HQ#4925 (551.071)

**NO ACTION** was taken on this item.

**EX6.** Legal consultation regarding municipal transportation user fees. HQ#23-1161 (551.071)

NO ACTION was taken on this item.

**EX7.** Legal consultation regarding employment, evaluation process and duties for City Council appointed employees, City Manager, City Attorney, and Chief Internal Auditor. HQ#23-1161 (551.071) (551.074)

**NO ACTION** was taken on this item.

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Motion made by Representative Maldonado-Rocha, seconded by Representative Limón, and unanimously carried to **ADJOURN** the meeting at 4:46 p.m.

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales NAYS: None

APPROVED AS TO CONTENT:

Laura D. Prine, City Clerk



El Paso, TX

Legislation Text

# File #: 25-88, Version: 1

# CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

# DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below. No Title's, No emails. Please use ARIAL 10 Font.

### AGENDA LANGUAGE:

*This is the language that will be posted to the agenda. Please use ARIAL 11 Font.* **Excuse Representative Lily Limón from the May 28, 2025 Regular City Council Meeting.** 



Legislation Text

# File #: 25-643, Version: 2

# CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

# DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below. No Title's, No emails. Please use ARIAL 10 Font.

#### District 8

Planning and Inspections, Philip F. Etiwe, (915) 212-1563 Planning and Inspections, Armida R. Martinez, (915) 212-1605

### AGENDA LANGUAGE:

*This is the language that will be posted to the agenda. Please use ARIAL 11 Font.* 

That the closure of rights-of-way within the City of El Paso for the Sal y Limon 2025 from 5:00 p.m. to Friday, June 6, 2025, to 1:00 p.m. on Sunday, June 8, 2025, serves a public purpose of providing cultural and recreational activities for the residents and visitors of the City of El Paso, and in accordance with 43 TAC, Section 22.12, the City Manager be authorized to sign an agreement For The Temporary Closure of State Right Of Way (Form TEA 30A) by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the temporary closure and use of State owned and operated street(s) in excess of four hours for portions of Mesa Street between Franklin Street and San Antonio Avenue and Texas Avenue from Stanton Street to Oregon Street upon the issuance of required permits from the City of El Paso and substantial conformity to the finalized TEA 30 agreement between the City of El Paso and State of Texas Department of Transportation. (CSEV25-00023)

# CITY OF EL PASO, TEXAS AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM

DEPARTMENT:

AGENDA DATE:

PUBLIC HEARING DATE:

CONTACT PERSON NAME:

PHONE NUMBER:

2nd CONTACT PERSON NAME:

PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBGOAL:

SUBJECT:

**BACKGROUND / DISCUSSION:** 

#### **COMMUNITY AND STAKEHOLDER OUTREACH:**

**PRIOR COUNCIL ACTION:** 

AMOUNT AND SOURCE OF FUNDING:

### **REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

NAME	AMOUNT (\$)

#### 

**DEPARTMENT HEAD:** 

Kevin Smith

for Philip Etiwe

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

# **RESOLUTION**

WHEREAS, <u>GHC The Company</u> (hereinafter referred to as "Grantee") has submitted an application for a Special Event Permit as per Chapter 13.38 (Special Events) of the El Paso City Code, for the use and closure of rights-of-way within the City of El Paso (hereinafter referred to as "the City") for the <u>Sal y Limon 2025 from 2:00 p.m. on Saturday, June 7, 2025, to 12:00</u> <u>a.m. on Sunday, June 8, 2025</u> (hereinafter referred to as the "Event"); and

WHEREAS, The Event will utilize both City and State rights-of-way: and

WHEREAS, The City has found the Event serves a public purpose; and

WHEREAS, The State of Texas (hereinafter referred to as the "State") owns and operates a system of highways for public use and benefit, including <u>Mesa Street and Texas Avenue</u> within El Paso, Texas; and

**WHEREAS,** 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of portions of the State Highway System for periods of time exceeding four hours; and

**WHEREAS,** the State in recognition of the public purpose for the Event, provides a means of cooperating with the City for the temporary closure of State right-of-way, provided the closure is in accordance with the requirements of 43 TAC, Section 22.12 and the City enters into an Agreement for the Temporary Closure of State Right-of-Way for the Event (Form TEA 30A).

# NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF EL PASO:

That the closure of rights-of-way within the City of El Paso for the <u>Sal y Limon 2025 from</u> <u>5:00 p.m. on Friday, June 6, 2025, to 1:00 p.m. on Sunday, June 8, 2025</u>, serves a public purpose of providing cultural and recreational activities for the residents and visitors of the City of El Paso, and in accordance with 43 TAC, Section 22.12, the City Manager be authorized to sign an Agreement For The Temporary Closure of State Right Of Way (Form TEA 30A) by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the temporary closure and use of State owned and operated street(s) in excess of four hours for portions of <u>Mesa Street between Franklin Street and San Antonio Avenue and Texas Avenue from Stanton Street to Oregon Street</u> upon the issuance of required permits from the City of El Paso and substantial conformity to the finalized TEA30 agreement between the City of El Paso and State of Texas Department of Transportation.

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**CITY OF EL PASO:** 

Renard U. Johnson, Mayor

**ATTEST:** 

**Laura D. Prine,** City Clerk

**APPROVED AS TO FORM:** 

Leurs Limbrick

Jesus A. Quintanilla Assistant City Attorney

# **APPROVED AS TO CONTENT:**

Kevin Smith for

Philip F, Etiwe, Director Planning & Inspections Department

# STATE OF TEXAS § §

COUNTY OF EL PASO §

## AGREEMENT FOR THE TEMPORARY CLOSURE OF STATE RIGHT OF WAY

**THIS AGREEMENT** is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State," and the City of El Paso, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the "local government."

# WITNESSETH

**WHEREAS**, the State owns and operates a system of highways for public use and benefit, including <u>Mesa Street and Texas Avenue</u>, in El Paso, County; and

WHEREAS, the local government has requested the temporary closure of <u>Mesa Street and Texas</u> <u>Avenue</u>, for the purpose of allowing <u>Sal y Limon 2025</u>, from <u>5:00 p.m.</u> on <u>June 6<sup>th</sup></u>, <u>2025</u> to <u>1:00 pm</u> on <u>June 8<sup>th</sup></u>, <u>2025</u> as described in the attached "Exhibit A", hereinafter identified as the "Event;" and

WHEREAS, the Event will be located within the local government's incorporated area; and

**WHEREAS**, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State's right of way will be performed within the State's requirements; and

**WHEREAS**, on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, the El Paso City Council passed a Resolution, attached hereto and identified as **"Exhibit B,"** establishing that the Event serves a public purpose and authorizing the local government to enter into this agreement with the State; and

**WHEREAS**, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

**WHEREAS**, this agreement has been developed in accordance with the rules and procedures of 43 TAC, Section 22.12;

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

# AGREEMENT

## Article 1. CONTRACT PERIOD

This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Event or unless terminated or modified as hereinafter provided.

# Article 2. EVENT DESCRIPTION

The physical description of the limits of the Event, including county names and highway numbers, the number of lanes the highway has and the number of lanes to be used, the proposed schedule of start and

stop times and dates at each location, a brief description of the proposed activities involved, approximate number of people attending the Event, the number and types of animals and equipment, planned, physical modifications of any man-made or natural features in or adjacent to the right of way involved and a location map is attached hereto as **"Exhibit C,"** and incorporated as if fully set forth herein.

# Article 3. OPERATIONS OF THE EVENT

**A.** The local government shall assume all costs for the operations associated with the Event, including but not limited to; plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signage.

**B.** The local government shall submit to the State for review and approval: the construction plans, if construction or modifications to the State's right of way is required; the traffic control and signage plans; traffic enforcement plans, and; all other plans deemed necessary by the State. The State may require that any traffic control plan of sufficient complexity be signed, sealed and dated by a registered professional engineer. The traffic control plan shall be in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices. All temporary traffic control devices used on state highway right of way must be included in the State's Compliant Work Zone Traffic Control Devices List. The State reserves the right to inspect the implementation of the traffic control plan, and if it is found to be inadequate, the local government will bring the traffic control into compliance with the originally submitted plan, upon written notice from the State noting the required changes, prior to the event. The State may request changes to the traffic control plan in order to ensure public safety due to changing or unforeseen circumstances regarding the closure.

**C**. The local government will ensure that the appropriate law enforcement agency has reviewed the traffic control for the closures and that the agency has deemed them to be adequate. If the law enforcement agency is unsure as to the adequacy of the traffic control, it will contact the State for consultation no less than 10 workdays prior to the closure.

**D**. The local government will complete all revisions to the traffic control plan as requested by the State within the required timeframe or that the agreement will be terminated upon written notice from the State to the local government. The local government hereby agrees that any failure to cooperate with the State may constitute reckless endangerment of the public and that the Texas Department of Public Safety may be notified of the situation as soon as possible for the appropriate action, and failing to follow the traffic control plan or State instructions may result in a denial of future use of the right of way for three years.

**E.** The local government will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.

**F.** The local government will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right of way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The local government will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the local government shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.

**G.** The local government hereby assures the State that there will be appropriate passage allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the local government's traffic control plan.

**H.** The local government will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right of way and restore or repair the State's right of way, including, but not limited to, roadway and drainage structures, signs, overhead signs, pavement markings, traffic signals, power poles and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural and cultural environment in accordance with federal and state law, including landscape and historical features.

# Article 4. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this agreement, all documents prepared by the local government will remain the property of the local government. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

# Article 5. TERMINATION

- **A.** This agreement may be terminated by any of the following conditions:
  - (1) By mutual written agreement and consent of both parties.
  - (2) By the State upon determination that use of the State's right of way is not feasible or is not in the best interest of the State and the traveling public.
  - (3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.
  - (4) By satisfactory completion of all services and obligations as set forth herein.

**B.** The termination of this agreement shall extinguish all rights, duties, obligations, and liabilities of the State and local government under this agreement. If the potential termination of this agreement is due to the failure of the local government to fulfill its contractual obligations as set forth herein, the State will notify the local government that possible breach of contract has occurred. The local government must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the local government does not remedy the breach to the satisfaction of the State, the local government shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

# Article 6. DISPUTES

Should disputes arise as to the parties' responsibilities or additional work under this agreement, the State's decision shall be final and binding.

# Article 7. RESPONSIBILITIES OF THE PARTIES

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

# Article 8. INSURANCE

**A.** Prior to beginning any work upon the State's right of way, the local government and/or its contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period that the local government and/or its contractors are encroaching upon the State right of way.

**B.** In the event the local government is a self-insured entity, the local government shall provide the State proof of its self-insurance. The local government agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

## Article 9. AMENDMENTS

Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the local government and the State.

## Article 10. COMPLIANCE WITH LAWS

The local government shall comply with all applicable federal, state and local environmental laws, regulations, ordinances and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State's right of way.

# Article 11. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

## Article 12. NOTICES

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

Local Government:	State:
City of El Paso	Texas Department of Transportation
Attn: Dionne Mack	Attn: Tomas Trevino, P.E.
City Manager	El Paso District Engineer
300 N. Campbell- City 1, 2 <sup>nd</sup> Floor	13301 Gateway West
El Paso, Texas 79901	El Paso, Texas 79928-5410

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

## Article 13. SOLE AGREEMENT

This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

**IN TESTIMONY WHEREOF**, the parties hereto have caused these presents to be executed in duplicate counterparts.

# THE CITY OF EL PASO

Executed on behalf of the local government by:

**Dionne Mack** City Manager Date\_\_\_\_\_

**APPROVED AS TO FORM:** 

Jeans Lintrich

Jesus A. Quintanilla Assistant City Attorney

**APPROVED AS TO CONTENT:** 

Kevin Smith\_for\_\_\_\_\_

**Philip F. Etiwe, Director** Planning and Inspections Department

# THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By\_\_\_

Date\_\_\_\_\_

**Tomas Trevino, P.E.,** El Paso District Engineer

# EXHIBIT A City of El Paso Streets and Maintenance Traffic Control Permit



Site Address:	201 MAIN, EL PAS	SO, TX 79901		
Permit No:	EPTC25-00775		Issued:	03/04/2025
			Expires:	06/08/2025
Applicant		Phone Number		Barricade Company
HEATHER CHAVEZ 212 MILLS EL PASO, TX 79901		Applicant:915-472-5293 Barricade:915-592-6619		APACHE BARRICADE.COM 11560 PELLICANO DR EL PASO, TX 79936
WORK AUTHORIZED: SAL Y LIMON LOCATION: MILLS BETWEEN OREGON AND MESA PROJECT: BLOCK PARTY SPECIAL EVENT CLOSURE SPECIAL EVENT: CSEV25-00023 TTC: ROAD CLOSURE W/ DETOUR ROUTE				
TYPE OF TRAFFIC CONTROL SET UP:	TTC: ROAD CL	OSURE W/ DETOUR RO	UTE	
Start Date:	06/06/2025			
Expiration Date:	06/08/2025			
Length of Term:	Short			
Closure Times: 6/6/ (Note: No Early Set				
		*** NOTICE		

1. THIS PERMIT IS ISSUED IN ACCORDANCE WITH PROVISIONS OF CHAPTER 12.30 OF THE MUNICIPAL CODE AND CURRENT EDITION OF CHAPTER SIX OF THE TEXAS MANUAL OF UNIFORMED TRAFFIC CONTROL DEVICES AND THE APPLICANT, IN ACCEPTING IT, OBLIGATES THEM TO COMPLY FULLY WITH ALL THE PROVISIONS OF THE MUNICIPAL CODE.

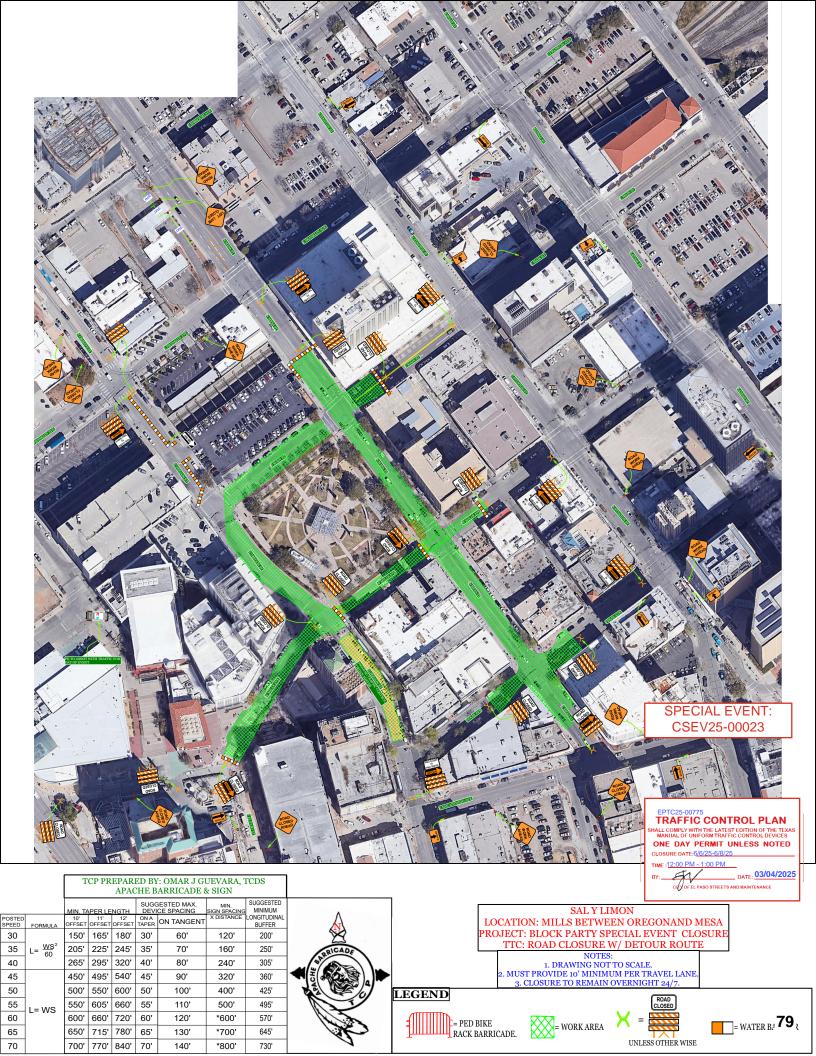
2. THIS TRAFFIC CONTROL PERMIT AND APPROVED TRAFFIC CONTROL PLAN, OR A COPY THEREOF, SHALL BE KEPT ON THE JOB SITE UNTIL COMPLETION OF THE PROJECT.

3. I HEREBY ACKNOWLEDGE THAT I HAVE READ THIS PERMIT AND STATE THAT THE ABOVE INFORMATION IS CORRECT, AND AGREE TO COMPLY WITH ALL CITY, STATE AND FEDERAL LAWS REGULATING ACTIVITIES COVERED BY THIS PERMIT.

City Traffic Engineer

Contractor's, Owner's or Agent's Signature

**Issued By Ed Vitanovec** 



# **EXHIBIT B**

# **RESOLUTION**

WHEREAS, <u>GHC The Company</u> (hereinafter referred to as "Grantee") has submitted an application for a Special Event Permit as per Chapter 13.38 (Special Events) of the El Paso City Code, for the use and closure of rights-of-way within the City of El Paso (hereinafter referred to as "the City") for the <u>Sal y Limon 2025 from 2:00 p.m. on Saturday, June 7, 2025, to 12:00</u> <u>a.m. on Sunday, June 8, 2025</u> (hereinafter referred to as the "Event"); and

WHEREAS, The Event will utilize both City and State rights-of-way: and

WHEREAS, The City has found the Event serves a public purpose; and

**WHEREAS,** The State of Texas (hereinafter referred to as the "State") owns and operates a system of highways for public use and benefit, including <u>Mesa Street and Texas Avenue</u> within El Paso, Texas; and

**WHEREAS,** 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of portions of the State Highway System for periods of time exceeding four hours; and

**WHEREAS,** the State in recognition of the public purpose for the Event, provides a means of cooperating with the City for the temporary closure of State right-of-way, provided the closure is in accordance with the requirements of 43 TAC, Section 22.12 and the City enters into an Agreement for the Temporary Closure of State Right-of-Way for the Event (Form TEA 30A).

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**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**CITY OF EL PASO:** 

Renard U. Johnson, Mayor

**ATTEST:** 

**Laura D. Prine,** City Clerk

**APPROVED AS TO FORM:** 

Leurs Limbrick

Jesus A. Quintanilla Assistant City Attorney

# **APPROVED AS TO CONTENT:**

Kevin Smith for

Philip F, Etiwe, Director Planning & Inspections Department

#### EXHIBIT C

# SAL Y LIMON-2025

Event Name : SAL Y LIMON-2025 Event Type : Street Festival Event Purpose : Public event No Of Days : 1 Event Start Date : June 7, 2025 Event End Date : June 7, 2025 Event Time :

	Start Time	End Ti	ime	
Day 1 - June 7, 2025	2:00 PM	12:00 /	AM (Next day)	
	Date	From	То	
Setup	JUNE 6,2025	Spe	JUNE 7 2025	2pm
TearDown	JUNE 6, 2025 JUNE 8, 2025	12:05 AM	JUNE 7 2025	ſ

Anticipated Maximum Attendance (Staff, Volunteers and Attendees.) :

Date	Participants	Spectators	Total
Day 1 - June 7, 2025	5000	100	5000

# **Contact Person(s)**

Name : Heather Chavez Address : 12589 Blue Heron Dr El Paso , Texas, 79928 , USA Email : ghthecompany@gmail.com Mobile : 9154725293 Office Phone :

# Park Use

Downtown Parks : San Jacinto Plaza Aside from the permanent park amenities, will you be introducing any additional items on the park grounds? : Yes Will you have any amusement devices? : No Number of amusement devices? : 0 Type(s) of amusement devices? : n/a Other(Obstacle Course , bungee etc) : n/a

# Fire & Public Safety

Security

Hiring Security Guards : Yes Number of Security Guards : 15 Security Company : Company Name : ELITE FORCE TACTICAL GROUP Contact Person : CRISTINA Address : 6070 GATEWAY BLVD EAST SUITE 203 EI Paso, Texas, 79905 USA Mobile : 915-332-3879 Office Phone : Email : cristikingz@icloud.com

Police

Hiring Police Officers : Yes Number of Police Officers : 10 Police Official Company : Company Name : EPPD Contact Person : SGT. Pinon Address : 911 Raynor St El Paso, Texas, 79903 USA Mobile : 915-433-8568 Office Phone : Email : 2582@elpasotexas.gov

# Will you be erecting temporary fences or barriers? Yes Will you be erecting temporary structures such as tents or canopies? Yes

#### Size and quantity of temporary structures :

10x30- Back of main stage 10x 30- VIP Food area 10x30- BAR 10x30- Tequi loco bar 10x20- Lucha dressing room 10x20- Main Bar 10x20- Main Bar 10x20- VIP Security 10x20- VIP Entry 10x20 GA Security 10x20-GA entry 10x10- Beer tent 10x10- VIP info 10x10- Beer tent 10x10- Beer tent 10x10-Box office 10x10 (9 total) for merch vendors on SJP

Will your event feature or utilize compressed gases? No

#### Fireworks

Will your event feature or utilize fireworks or pyrotechnics? No

Supply of electrical power to the event : GENERATORS

What will need electrical power? STAGE, FOOD TRUCKS

**Participating businesses open in the conjuction with the event?** Lotus Social House

# **Traffic Control Information**

Company Name : Apache Barricade

Company Contact Number: 9155926619

#### Street Clousre :

Mesa from Franklin to Texas E Mills from Mesa to Oregon E Main from Mesa to Oregon

# **Parking Meters**

Will you need exclusive use of parking meters within the proposed footprint before or after street closure?

Yes

Will you need exclusive use of parking meters outside of the proposed location before or after street closure?

110	
Start Date : June 6, 2025	
End Date : June 6, 2025	

# Animals

No animal featured in this event

# Amplification

Microphones Qnt	Speakers Qnt	Amplifiers Qnt	Other Qnt	
6	12	0	0	

Purpose of Amplification : Concert

Location description of amplification devices : Texas / Mesa-Main Stage Mesa (after Chase parking garage)- 2nd stage (Tequi Loco)

# Alcohol Use

Will alchoholic bevarages be sold, served or consumed at your event? Yes Will alchoholic bevarages be sold, served or consumed on a city right of way? Yes Will alchoholic bevarages be sold, served or consumed in the park? Yes Trade name of establishment / organization obtaining the TABC permit in conjunction with the event : LOTUS SOCIAL HOUSE Permit / License Holder name : MB-200087740 Will non-profit entity buy/sell alcohol for your event? No

# Food & Merchandise Sales

Number of food location : 6 Number of beverage location : 3 Event feature merchandise vendors : Yes

# **Event Clean Up**

Cleanup plan : Cleaning will happen during event and after event Name of the Organization responsible for cleanup : Anita's Cleaning Service Contact Number : 9156030869 Contact Number : Ana De La Rosa Email : beatrizdlr@icloud.com

# Internet Access

Is Wireles Internet access needed? No Is A Secure Wireles Internet Connection needed ? No

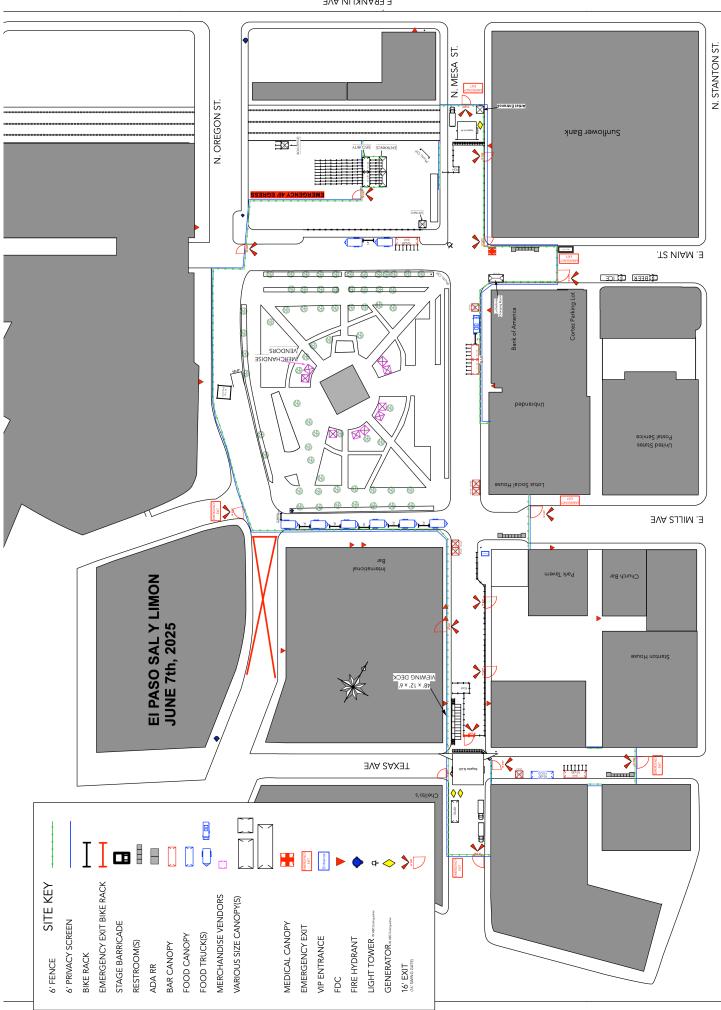
# Uploaded files

Site plan: submitted Certificate of insurance documents : submitted Signed notice of proposed closure form : submitted Public Safety Plan: submitted Traffic control plan : submitted

TxDot insurance form : submitted Parking Meters : submitted TABC Certificate : submitted Proof of tax-exempt status : submitted Food vendor's name & Contact : submitted Merchandise name and contact : submitted

Applicant Name : HEATHER CHAVEZ Applicant E-Signature : HC Sign Date : 2025-03-19





# DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

#### Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.** 

#### **Definitions:**

"Contribution"	A direct or indirect transfer of money, goods, services, or any other thing of value and includes an
	agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer.
	The term includes a loan or extension of credit, other than those expressly excluded by the Texas
	Election Code, and a guarantee of a loan or extension of credit.
"Contributor"	A person making a contribution, including the contributor's spouse.
"Donation"	Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in
	their district.
"Donor"	An individual and spouse, a business entity, or an individual who owns a business entity in whole or in
	part, or is operated by the individual, that is the subject of a council agenda item.
"Benefiting"	Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and
	other award that council will vote on.

**Instructions:** Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of \$500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

#### **Contributor / Donor Information:**

Full Name	Heather Chavez
Business Name	GHC The Company
Agenda Item Type	N/A
Relevant Department	N/A

**Disclosure Affirmation:** Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.



I have **NOT** made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

#### OR

I have made campaign contributions or donations totaling an aggregate of \$500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT (\$)
Mayor	66, 880	
District 1		
District 2		
District 3		80
District 4		5
District 5	6230	
District 6	FYA	
District 7		
District 8		

**Declaration:** I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.

Signature: Heather Chavez (Mar 24, 2025 11:50 MDT)

Date: 03/24/25



Legislation Text

# File #: 25-621, Version: 1

# CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

# DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below. No Title's, No emails. Please use ARIAL 10 Font.

District 1

Real Estate Division, Mary Lou Espinoza, (915) 212-0825

#### AGENDA LANGUAGE:

*This is the language that will be posted to the agenda. Please use ARIAL 11 Font.* 

A Resolution authorizing the City Manager, or designee, to effectuate the purchase and closing of 0.5062 acre portion out of Lot 1, Block 1, Westside Community Church Center, an addition to the City of El Paso, El Paso County, Texas, for the purchase price of \$129,000.00.

#### CITY OF EL PASO, TEXAS AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM

DEPARTMENT:

AGENDA DATE:

PUBLIC HEARING DATE:

CONTACT PERSON NAME:

PHONE NUMBER:

RECEIVED

By City Clerk's Office at 3:14 pm, May 15, 2025

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBGOAL:

SUBJECT:

BACKGROUND / DISCUSSION:

#### **COMMUNITY AND STAKEHOLDER OUTREACH:**

**PRIOR COUNCIL ACTION:** 

AMOUNT AND SOURCE OF FUNDING:

#### **REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

NAME	AMOUNT (\$)

#### 

#### **DEPARTMENT HEAD:**

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

#### RESOLUTION

#### BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager, or designee, is authorized to sign a Contract of Sale by and between the City of El Paso and Westside Community Church, for the purchase of 0.5062 acre portion out of Lot 1, Block 1, also known as Westside Community Church Center, for a total amount of \$129,000.00.

Approved this \_\_\_\_ day of 2025.

**CITY OF EL PASO** 

Renard U. Johnson Mayor

ATTEST:

Laura D. Prine, City Clerk

#### **APPROVED AS TO FORM:**

Matine,

Eric Gutierrez Senior Assistant City Attorney

## **APPROVED AS TO CONTENT:**

Mary/Lou Espinoza Capital Assets Manager

# THE STATE OF TEXAS))CONTRACT OF SALECOUNTY OF EL PASO201 SUNSET

This Contract of Sale ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2025, ("Effective Date") between the City of El Paso, a municipal corporation organized and existing under the laws of the State of Texas ("Buyer") and Westside Community Church ("Seller"). For the convenience of the parties, all defined terms appear in **bold face** print when first defined.

The parties agree as follows:

#### SECTION 1. CONVEYANCE OF THE PROPERTY.

- A. Under the conditions of this Agreement, the Seller agrees to sell and convey the property described below to the Buyer:
  - 1. Tract 12-H-1, A.F. Miller Survey No. 210, City of El Paso, El Paso County, Texas, as further described in **Attachment "A,"** the "**Property.**"

#### **SECTION 2. PURCHASING PRICE.**

A. The Buyer will pay the Seller a total amount of \$129,000.00 for the Property ("Purchase Price"). The Purchase Price above is to be paid to the Seller through LoneStar Title (the "Title Company") at the Closing.

#### SECTION 3. SELLER'S WARRANTIES, OBLIGATIONS, AND RIGHTS.

- A. WARRANTIES. The following warranties survive the Closing. To the best of the Seller's knowledge the Seller warrants to the Buyer that:
  - 1. The Seller has the full right to convey the Property, as such the Buyer's rights to the Property conveyed through this Agreement will not be adversely affected by a superior title;
  - 2. The Seller has not offered or granted any other party the right or option to acquire, in whole or in part, the Property;
  - 3. There are no other persons or parties claiming any rights to the Property, in whole or in part;
  - 4. The person signing this Agreement on behalf of the Seller represents that he or she has the authority to bind the Seller and that Seller can carry out the Seller's obligations

Real Estate Contract of Sale – City as Buyer

Page 1 of 12

under this Agreement;

- 5. No leasehold rights or interests have been granted and are currently in effect involving the Property;
- 6. No work has been performed on the Property or any materials have been provided for work on the Property that could result in a mechanic's or materialman's lien;
- 7. There are no pending claims of damage to property or injury to person occurring on the Property;
- 8. The Seller has not received any notices of condemnation regarding the Property;
- 9. There are no unpaid utility bills or unfulfilled maintenance contracts regarding the Property;
- 10. There is no pending litigation pertaining to the Property;
- 11. The Seller has not received notices of any violations regarding zoning or construction regarding the use of the Property or construction of any improvements on the Property;
- 12. During Seller's ownership of the Property, neither the land or the improvements on the Property were used for the manufacturing, process, distribution, use, treatment, storage, disposal, transport, or handling of hazardous materials;
- 13. The Seller is not a "foreign person" within the meaning of the Foreign Investment in Real Property Tax Act;
- 14. At closing, there will be no unpaid utility bills, liens, or claims in connection to the Property or any improvements on the Property; and
- 15. The Seller agrees to remove the playground located on the Property and identified in Attachment A.

#### SECTION 4. BUYER'S WARRANTIES, OBLIGATIONS, AND RIGHTS.

- A. WARRANTIES. The Buyer warrants that:
  - 1. There will be no unpaid bills or claims in connection with the inspection of the Property.
- B. RIGHTS. The Buyer is responsible for all costs associated with exercising the following rights:

Real Estate Contract of Sale - City as Buyer

Page 2 of 12

- 1. The Buyer will forward this Agreement to the Title Company to be used as escrow instructions.
- 2. TITLE INSURANCE. The Buyer may, at the Buyer's sole expense, order a current commitment for Title Insurance for the Property within 10 days of the Effective Date of this Agreement. If the Buyer orders a commitment for Title Insurance for the Property, then the Buyer will send a copy of any documents related to the Title Insurance to the Seller.
- 3. SURVEY. The Buyer may obtain a new survey or update an existing survey at the Buyer's expense within 10 days of the Effective Date of this Agreement. If the metes and bounds description of the Property in the survey obtained by the Buyer are different from the ones described in Attachment "A", then the parties may use the new survey to describe the Property in this Agreement.
- 4. Notwithstanding the provisions of above, Seller's conveyance of title to the Property shall not be subject to, mechanics' or materialmen's liens, judgment liens, mortgages, deeds of trust, and other liens (excluding real property tax or assessment liens that are not yet due and payable) capable of being satisfied by the payment of a specified sum.

#### **SECTION 5. CLOSING.**

- A. The parties will have met all the obligations of this Agreement, including finalizing the sale and transfer of the Property ("Closing") by 21<sup>st</sup> day of August, 2025, ("Closing Date"). A party's failure to meet all the obligations of this Agreement by the Closing Date is a breach of this Agreement. The Closing Date is subject to change by the mutual agreement of both parties.
- B. SELLER'S OBLIGATIONS. At the closing of this Agreement the Seller will deliver the following to the Buyer:
  - 1. A fully executed deed ("**Deed**") conveying the title to the Property included in this Agreement as **Attachment "B";**
  - 2. All keys or other access devices in the possession of the Seller or its agents to the locks located on the Property;
  - 3. Any other items requested by the Title Company to finalize the closing of this Agreement; and
  - 4. Releases of Liens identified in the title commitment documents fully executed by the owners and holders of said liens in form acceptable to the Title Company.

Real Estate Contract of Sale - City as Buyer

Page 3 of 12

- C. BUYER'S OBLIGATIONS. At the closing of this Agreement, the Buyer will deliver the following to the Seller:
  - 1. The Purchase Price;
  - 2. Evidence accepted by the Seller and the Title Company showing the completion of the transaction set out by this Agreement; and
  - 3. Any other items requested by the Title Company to finalize the closing of this Agreement. The Buyer will be responsible for paying all fees associated with the closing of this Agreement including any Title Company escrow fees. The Buyer will be responsible for paying any fees related to recording the Deed.
- D. TAXES. General real estate taxes, if any, for the then current year relating to the Property will be prorated on midnight before the Closing Date. If the Closing occurs before the tax rate is fixed for the then current year, the apportionment of taxes shall be made upon the basis of the tax rate for the immediately preceding year applied to the latest assessed valuation of the Land and Improvements. Within 30 Business Days after the actual taxes for the year in which the Closing occurs are determined, Seller and Buyer shall adjust the proration of such taxes and Seller and Buyer, as the case may be, shall pay to the other any amount required as a result of such adjustment and this covenant shall not merge with the Deed delivered hereunder but shall survive the Closing. All special taxes or assessments assessed prior to the Closing Date shall be paid by Seller.
- E. POSSESSION. Possession of the Property will be transferred to the Buyer from the Seller at the Closing of this Agreement. As such, the Buyer acknowledges that the risk of loss transfers along with the possession of the Property.

#### **SECTION 6. GENERAL PROVISIONS.**

- A. NO WAIVER. Either party may waive any default without waiving any prior or subsequent defaults. Either party's failure to exercise or delay in exercising any right under this Agreement, will not operate as a waiver of such right.
- B. INDEPENDENT CONTRACTOR RELATIONSHIP. This Agreement does not create an employee-employer relationship between the Buyer and the Seller. As such, the Buyer is not subject to the liabilities or obligations the Seller obtains under the performance of this Agreement.
- C. TIME IS OF THE ESSENCE. The times and dates specified in this contract are material to this Agreement. For the purpose of this agreement "business days" means Monday through Friday excluding City of El Paso holidays and "calendar days" means Monday

Real Estate Contract of Sale - City as Buyer

Page 4 of 12

through Sunday excluding City of El Paso holidays.

D. NOTICES. The parties will send all notices required by this Agreement in writing both postmarked and delivered by certified mail. All mailed notices are considered received 3 business days after the postmark date. Parties may change their address by sending a written notice to the other party. A new address is not official until the change of address notice is received by the other party as provided in this section. Upon receipt of proper notification of change of address the notified party will send all further notifications to the new address. Parties will address notices as follows:

Buyer:	The City of El Paso Attn: City Manager P. O. Box 1890 El Paso, Texas 79950-1890
Сору:	City Attorney City of El Paso P.O. Box 1890 El Paso, Texas 79950-1890
Сору:	City of El Paso Real Estate Division P.O. Box 1890 El Paso, Texas 79950-1890
To the Seller:	Westside Community Church 201 E. Sunset Rd El Paso, TX 79922

- E. CONFIDENTIALITY. The Seller acknowledges that this Agreement is subject to Chapter 552 of the Texas Government Code (Texas Public Information Act). The release of the Agreement as a whole or in part must comply with Chapter 552 of the Texas Government Code (Texas Public Information Act).
- F. GOVERNING LAW. This Agreement is governed by Texas law.
- G. VENUE. The venue for disputes regarding this Agreement between the parties will be El Paso County, Texas.
- H. SEVERABILITY. A future finding of invalidity of any provision of this Agreement does not affect the validity of any remaining provisions of this Agreement.

Real Estate Contract of Sale – City as Buyer

Page 5 of 12

- I. HEADINGS. The headings and subheadings of this Agreement are for information purposes only and are not substantive terms.
- J. GOVERNMENTAL FUNCTIONS. The parties agree that the Buyer is entering this Agreement in the exercise of its governmental functions under the Texas Tort Claims Act. The parties also agree that the Seller is entering into this Agreement as a governmental entity performing a governmental function.
- K. COMPLIANCE WITH THE LAWS. The parties will comply with all applicable laws, administrative orders, and any rules or regulations relating to the obligations under this Agreement.
- L. FORCE MAJEURE. There is no breach of contract should either party's obligations within this Agreement be delayed due to an act of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, the act of any government or authority, fire, explosion, flood, theft, malicious damage, strike, lockout, or any cause or circumstances whatsoever beyond either party's reasonable control. The delayed party must resume performing its obligations in this Agreement after the reason for the delay is resolved.
- M. SUCCESSORS AND ASSIGNS. This Agreement is binding on the Seller and the Buyer, and the Buyer's successors and assigns. Neither party may assign, sublet, or transfer its interest or obligations in this Agreement without the written consent of the other.
- N. THIRD-PARTY BENEFICIARIES. There are no third party beneficiaries for this Agreement.
- O. REPRESENTATIONS AND WARRANTIES. The person executing this Agreement on behalf of both parties have the authority to sign on behalf of their respective parties.
- P. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties.

EXECUTED by City the \_\_\_\_ day of \_\_\_\_\_, 2025.

**BUYER:** 

#### CITY OF EL PASO, TEXAS

By:\_\_\_\_

Dionne Mack City Manager

#### **APPROVED AS TO FORM:**

Eric Gutierrez Senior Assistant City Attorney

#### **APPROVED AS TO CONTENT:**

Mary Lou Espinoza Capital Assets Manager

THE STATE OF TEXAS §
S
COUNTY OF EL PASO §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_\_, 2025, by \_\_\_\_\_\_, as \_\_\_\_\_\_ of the **City of El Paso, Texas**.

My commission expires:

Notary Public, State of Texas

Real Estate Contract of Sale - City as Buyer

Page 7 of 12

EXECUTED by Seller the 13 day of \_\_\_\_\_, 2025.

**SELLER:** 

Westside Community Church

Villie By:

Joseph Williams Pastor

THE STATE OF TEXAS § S COUNTY OF EL PASO §

This instrument was acknowledged before me on this 13 day of <u>April</u>, 2025, by <u>Joseph William</u> as <u>Representaire</u> of the Seller.

Notary Public, State of Texas

My commission expires:

1113 2028

Real Estate Contract of Sale - City as Buyer

# ATTACHMENT "A"

# **PROPERTY DESCRIPTION**

Real Estate Contract of Sale - City as Buyer



40MAN FILTULOS PE Crowing SERGIO ), ADAME P.E. Vesident - Engineering AARON ALVARADO R.P.L.S. HECTOR MARTINEZ, P.L. Associate Partner TBPE Reg. No. F-737 TBPLS Reg. No. 101314-00

#### METES AND BOUNDS DESCRIPTION

A 0.5062 acre parcel situate within the corporate limits of the City of El Paso, El Paso County. Texas as a portion of Tract 12H1, A.F. Miller Survey No. 210 and being more particularly described by metes and bounds as follows:

**COMMENCING** at a Railroad Spike found at the right-of-way centerline intersection of Oshome Drive (90 feet wide) and Sunset Drive (50 feet wide); WIIENCE, a Bridge Nail found at the right-of-way centerline point of intersection (P.I.) of said Sunset Drive bears. South 70°12'00" West, a distance of 571.00 feet; THENCE, leaving said intersection and following the centerline of said Sunset Drive, South 70°12'00" West, a distance of 253.71 feet. THENCE, leaving the centerline of said Sunset Drive, North 19°48'00" West, a distance of 25.00 feet to a chiseled "X" set in concrete on the northerly right-of-way line of said Sunset Drive for the southeasterly corner and POINT OF BEGINNING of the parcel herein described;

THENCE, following the northerly right-of-way line of said Sunset Drive, South 70°12'00" West, a distance of 59.99 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for the southwesterly corner of the parcel herein described;

THENCE, leaving the northerly right-of-way line of said Sunset Drive, North 16°22'20" West, a distance of 169.57 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, North 19°47'05" West, a distance of 255.95 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set on the southerly boundary line of Lot 2, Block 2, Crossroads Subdivision Unit Two as recorded in Book 62, Page 18, El Paso County Plat Records for the northwesterly corner of the parcel herein described;

THENCE, following the southerly boundary line of said Lot 2, North 70°26'08" East, a distance of 49.82 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for the northeasterly corner of the parcel herein described;

THENCE, continuing and passing the southerly boundary line of said Lot 2, South 19°47'43" East, a distance of 425.00 feet to the POINT OF BEGINNING.

Said parcel containing 0.3062 acres (22,050.2 square feet), more or less, and being subject to all easements, restrictions and covenants of record,

Aaron Alvarado, TX. R. P. L. S. No. 6223 Date: August 30, 2023 05100-132-PORTION OF 12H1-DESC.doc



Real Estate Contract of Sale - City as Buyer

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### ATTACHMENT "B"

## NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

#### SPECIAL WARRANTY DEED

Effective Date:	, 2025
-----------------	--------

Grantor: Westside Community Church

Grantor's Mailing Address:	201 E. Sunset Rd
	El Paso, TX 79922

Grantee: City of El Paso, Texas, a Texas home-rule municipality

Grantee's Mailing Address: City of El Paso P.O. Box 1890 El Paso, Texas 79950-1890

#### **PROPERTY (INCLUDING ANY IMPROVEMENTS):**

Tract 12-H-a, A.F. Miller Survey No. 210, City of El Paso, El Paso County, Texas, as further described in Attachment "A"

#### CONSIDERATION

\$10.00 and other valuable consideration, receipt of which is hereby acknowledged.

#### **EXCEPTIONS TO CONVEYANCE**

Any easements and encumbrances of record prior to the Effective Date.

#### **RESERVATIONS TO CONVEYANCE**

NONE

#### WARRANTY AND CONVEYANCE:

The GRANTOR, for the consideration and subject to the reservations from and exceptions to conveyance, GRANTS, SELLS, and CONVEYS to the GRANTEE the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to the GRANTEE, the GRANTEE'S administrators, successors and assigns forever. The GRANTOR binds the GRANTOR and the GRANTOR'S successors and assigns to warrant and forever defend all and

singular the Property to the GRANTEE and the GRANTEE'S administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Exceptions to Conveyance and Reservations to Conveyance.

When the context requires, singular nouns and pronouns include the plural.

EXECUTED by Grantor the \_\_\_\_ day of \_\_\_\_\_, 2025.

GRANTOR:

Westside Community Church

Joseph Williams Title: \_\_\_\_\_

# ACKNOWLEDGMENT

## STATE OF TEXAS

## **COUNTY OF EL PASO**

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_\_, 2025, by Michael Churchman as \_\_\_\_\_\_ of Lynx Industries, Ltd., Grantor.

Notary Public, State of Texas

My Commission Expires:



Legislation Text

# File #: 25-635, Version: 1

# CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

# DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below. No Title's, No emails. Please use ARIAL 10 Font.

#### **All Districts**

City Manager's Office, Bonnie Cordova, (915) 212-1092 Parks and Recreation, Pablo Caballero, (915) 212-8018

#### AGENDA LANGUAGE:

*This is the language that will be posted to the agenda. Please use ARIAL 11 Font.* 

A Resolution that the City Manager, or designee, be authorized to effectuate the listed budget transfer to add \$77,500 from Parks and Recreation Operating Budget into Parks Master Plan in accordance with updated project scope and expenditure needs.

#### CITY OF EL PASO, TEXAS AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM



**DEPARTMENT:** Office of Management and Budget

**AGENDA DATE: 5/28/25** 

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Bonnie Cordova

2nd CONTACT PERSON NAME: Pablo Caballero

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL:

Goal 6- Set the standard for sound governance and fiscal management

SUBGOAL:

#### SUBJECT:

A resolution that the City Manger, or designee, be authorized to effectuate the listed budget transfer to add \$77,500 from Parks and Recreation Operating Budget into Parks Master Plan in accordance with updated project scope and expenditure needs.

PHONE NUMBER: 915-212-1412

PHONE NUMBER: 915-212-8018

#### BACKGROUND / DISCUSSION:

Section 7.3D of the City Charter requires a budget to be adopted by resolution no later than August 31st of each year.

#### **COMMUNITY AND STAKEHOLDER OUTREACH:**

N/A

#### **PRIOR COUNCIL ACTION:**

The FY 2024 - 2025 Annual Budget for the City of El Paso was adopted by Resolution on August 20, 2024.

### AMOUNT AND SOURCE OF FUNDING:

PCP24PRKMSTRPLN - \$77,500 from Parks and Recreation Other Service Charges Expense (544060)

### **REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

NAME	AMOUNT (\$)
N/A	

**DEPARTMENT HEAD:** 

Bonnie Cordova

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

#### **RESOLUTION**

WHEREAS, on August 20, 2024, pursuant to Section 7.3D of the City of El Paso municipal code, the City Council approved the FY2025 City budget by resolution ("Budget Resolution"); and

WHEREAS, Section 6 of the FY2025 Budget Resolution authorizes the City Manager or designee to make budget transfers between departments and/or non-enterprise funds or reprogram funds within an enterprise department, not to exceed \$100,000, to the extent permitted by law and budget transfers between departments and/or non-enterprise department funds exceeding \$100,000 requiring City Council approval; and

WHEREAS, the Parks and Recreation Department requires a budget transfer in excess of \$100,000, which in accordance with Section 6 of the FY2025 Budget Resolution, requires City Council approval.

## NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

**THAT,** the City Manager, or designee, be authorized to effectuate the listed budget transfer to add funds from Parks and Recreation Operating Budget into Parks Master Plan in accordance with updated project scope and expenditure needs, as respectively listed and referenced below:

BT Number	Fund	Project	Increase /(Decrease)
2025-0725	4930	PCP24PRKMSTRPLN	\$77,500

(Signatures on the following page)

## **CITY OF EL PASO:**

Renard U. Johnson Mayor

**ATTEST:** 

Laura D. Prine City Clerk

## **APPROVED AS TO FORM:**

Oscar Gomez Assistant City Attorney

## **APPROVED AS TO CONTENT:**

Bonnis Cordova Bonnie Cordova, Interim Director

Office of Management & Budget

\_\_\_\_\_



El Paso, TX

Legislation Text

## File #: 25-653, Version: 1

## CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

## DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below. No Title's, No emails. Please use ARIAL 10 Font. Members of the City Council, Mayor Renard U. Johnson, (915) 212-0021

#### AGENDA LANGUAGE:

*This is the language that will be posted to the agenda. Please use ARIAL 11 Font.* Matt Kerr to the City of El Paso Employees Retirement Trust Board of Trustees by Mayor Renard U. Johnson.

Board Appointment Form			
Appointing Office	Mayor Renard U. Johnson		
Agenda Placement	Consent		
Date of Council Meeting	05/28/25		
Name of Board	City of El Paso Employees Retirement Trust Board of Trustees		
	Agenda Posting Language		
Re-appointment of Matt Kerr to Trustees by Mayor Renard U.	o the City of El Paso Employees Retirement Trust Board of Johnson.		
Appointment Type	Regular		
	Member Qualifications		
A person whose duties include daily operation of the City of El Paso Employees Retirement Trust Board of Trustees.			
Nominee Name	Matt Kerr		
Nominee Email Address			
Nominee Residential Address			
Nominee Primary Phone Number			
Residing District	District 1		
City Employed Relatives	N/A		
	Board Membership		
City of El Paso Employees Retirement Trust Board of Trustees.			
	Real estate owned in El Paso County		
Previous Appointee	Matt Kerr		
Reason for Vacancy	Term Expired		
Date of Appointment	05/28/25		
Term Begins On	05/01/25		
Term Expires On	01/22/27		
Term	Fourth Term		

## Matt C. Kerr

EXPERIENCE	<ul> <li>Lauterbach, Borschow &amp; Company, P.C., El Paso, TX Managing Shareholder</li> <li>Provide income tax planning and compliance services for from individuals and closely-held businesses to large, r</li> <li>Perform transaction advisory services to clients across a including real estate, retail, agriculture, and automobile</li> <li>Provide a particular expertise in real estate transaction valuation</li> <li>Manage office of 65 employees including 45 profession</li> </ul>	nulti-state corporations a range of industries e dealerships taxation, structuring, and
	<ul> <li>Stonelake Capital Partners, LLC, Austin, TX Financial Analyst</li> <li>Performed due diligence on a variety of transaction multi-family, retail, and office properties with investm \$1 million to \$20 million</li> <li>Underwrote note purchases, mezzanine loans, direct municipal receivable factoring (MUD, TIF, TIRZ, 380 Agr.</li> <li>Built complex financial models using both MS Excel cash flows and investment returns</li> <li>Ernst &amp; Young, LLP, Austin, TX</li> <li>Assurance &amp; Advisory Business Services Associate</li> <li>Performed substantive tests of account balances and a financial statements of several privately-held and publ revenues ranging from \$60 million to \$340 million and \$140 million to \$830 million</li> </ul>	May 2008 - August 2009 ns involving single family, ent amounts ranging from it equity investments, and reements) and Argus DCF to project eptember 2006 – May 2008 nalytical procedures on the icly-traded companies with d total assets ranging from
	<ul> <li>Assisted multiple clients with public stock offerings to million in equity raised</li> <li>Evaluated client business models for several indust investing, semi-conductor, insurance, health care, and</li> <li>Conducted tests of controls, process walkthroughs, conjunction with Sarbanes-Oxley Sec. 404</li> </ul>	ries including institutional online marketing
CERTIFICATIONS	Certified Public Accountant – State of Texas	January 2008
EDUCATION	<b>The University of Texas at Austin - McCombs School of</b> Master in Professional Accounting Bachelor of Business Administration	<b>Business</b> May 2006 May 2006
VOLUNTEER ACTIVITIES	<ul> <li>El Paso Leadership Academy, El Paso, TX</li> <li>Board of Directors</li> <li>President, 2016 – 2023</li> <li>Treasurer, 2023 - present</li> </ul>	January 2014 – Present

City of El Paso Employees Retirement Trust,	February 2019 - Present
El Paso, TX	
Board of Trustees	
Chairman, August 2021 – August 2024	
Member, Financial Oversite committee	
Paso del Norte Health Foundation, El Paso, TX	January 2024 - Present

Board of Directors

• Chairman, Finance, Audit, & IT Committee



Legislation Text

## File #: 25-654, Version: 1

## CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

## DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below. No Title's, No emails. Please use ARIAL 10 Font. Members of the City Council, Mayor Renard U. Johnson, (915) 212-0021

#### AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Rene D. Pena to the City of El Paso Employees Retirement Trust Board of Trustees by Mayor Renard U. Johnson.

Board City Clerk's C	Appointment Form	
Appointing Office	Mayor Renard U. Johnson	
Agenda Placement	Consent	
Date of Council Meeting	05/28/25	
Name of Board	City of El Paso Employees Retirement Trust Board of Trustees	
	Agenda Posting Language	
Re-appointment of Rene D. Pe Trustees by Mayor Renard U.	ena to the City of El Paso Employees Retirement Trust Board of Johnson.	
Appointment Type	Regular	
	Member Qualifications	
A person whose duties include daily operation of the City of El Paso Employees Retirement Trust Board of Trustees.		
Nominee Name	Rene D. Pena	
Nominee Email Address		
Nominee Residential Address		
Nominee Primary Phone Number		
Residing District	District 2	
City Employed Relatives	N/A	
	Board Membership	
City of El Paso Employees Retirement Trust Board of Trustees		
	Real estate owned in El Paso County	
Previous Appointee	Rene D. Pena	
Reason for Vacancy	Term Expired	
Date of Appointment	05/28/25	
Term Begins On	05/01/25	
Term Expires On	04/30/27	
Term	Second Term	

## RENE D. PEÑA, CPA

CERTIFICATION	<u>Certified Public Accountant</u> licensed by the State of Texas and New Mexico
MEMBERSHIP	American Institute of Certified Public Accountants Texas Society of Certified Public Accountants El Paso Chapter of the Texas Society of Certified Public Accountants (Past-President) Member American College of Forensic Examiners
EXPERIENCE	Peña, Briones, McDaniel & Co., P.C.: Principal/Shareholder
	Mr. Peña has over thirty years of experience in public accounting. In addition to being the Audit Principal and President of the Firm, he has become a volunteer speaker and instructor of auditing and accounting to members of both public accounting and private industry throughout Texas and the El Paso Southwest area focusing on for profit and nonprofit business management.
	Mr. Peña has diversified client exposure, specifically including financial institution, private industries, nonprofit, governmental, construction industries, litigation support, and healthcare.
EDUCATION	B.B.A. in Accounting, University of Texas at El Paso
	Mr. Peña has continued to extend his education throughout his public accounting career by attending continuing education seminars and courses. Mr. Peña has attended numerous courses in the following areas:
	<ul> <li>Financial institution accounting</li> <li>Non-profit and fund accounting, including federally assisted programs</li> <li>Current updates of technical nature in audit, tax, and advisory</li> </ul>
	<ul> <li>services</li> <li>Litigation support and business valuation</li> <li>Healthcare</li> </ul>
COMMUNITY	Mr. Peña has been appointed to State Boards by four Texas Governors: Texas Healthy Kids, Texas State Board of Geoscientist, State Board of Physical Therapist and currently serves on the Texas Optometry Board. He recently served as Chairman of the El Paso City Employee Pensions Board, as well as Treasurer of El Paso Parochial School Board and Ready One Industries. He has served on the AICPA Joint Trial Board and National AICPA Council, as well as Treasurer on the Executive Committee for the Texas Society of CPA's and as President and state director for the El Paso Chapter of Certified Public Accountants. He has also served as a commissioner for the El Paso Housing Authority as well

as a Director of the Rio Grande Girl Scout Council, Upper Rio Grande Development Corporation, Board of Directors of the El Paso Zoological Society, and director of the school ground restoration committee.



El Paso, TX

Legislation Text

## File #: 25-676, Version: 1

## CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

## DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below. No Title's, No emails. Please use ARIAL 10 Font. Members of the City Council, Representative Deanna Maldonado-Rocha, (915) 212-0003

#### AGENDA LANGUAGE:

*This is the language that will be posted to the agenda. Please use ARIAL 11 Font.* Lauren Hanson to the City Plan Commission by Representative Deanna Maldonado-Rocha, District 3.

EFFX City Clerk's C	Appointment Form	
Appointing Office	Deanna Maldonado-Rocha, District 3	
Agenda Placement	Consent	
Date of Council Meeting	05/28/25	
Name of Board	City Plan Commission	
	Agenda Posting Language	
Re-appointment of Lauren Har Maldonado-Rocha, District 3.	nson to the City Plan Commission by Representative Deanna	
Appointment Type	Regular	
	Member Qualifications	
Nominee Name	Lauren Hanson	
Nominee Email Address		
Nominee Residential Address		
Nominee Primary Phone Number		
Residing District	District 8	
City Employed Relatives	No	
Board Membership City Plan Commission (May 2, 2023 - May 1, 2025)		
	Real estate owned in El Paso County	
Previous Appointee	Lauren Hanson	
Reason for Vacancy	Term Expired	
Date of Appointment	05/28/25	
Term Begins On	05/02/25	
Term Expires On	05/01/27	
Term	First Term	

# LAUREN HANSON

EDUCATION	

The University of Texas at Austin	Bachelor of Business Administration, Management Bachelor of Arts, Sustainability Studies Overall GPA: 3.59	May 2023
Relevant Coursework	Building Sustainable Cities and Societies; Real Estate a	nd Urban Land Development
EXPERIENCE		
Hanson Asset Management - El Pa Project Manager	so, TX	July 2023- Ongoin
	es to identify opportunities for optimization and execute	strategies that increase
<ul> <li>Articulate goals for project alte on interdisciplinary collaboration</li> </ul>	rations to appropriate New Mexico and Texas governme on	nt officials, with an emphasis
<ul> <li>Oversee the initiation of new c management of 150 customer</li> </ul>	ustomer accounts and their adherence to financial oblig accounts	ations, with continuing
Green Gate Farms - Austin, TX		August 2022- December 2022
Agriculture and Outreach Intern		
<ul> <li>Translate ideas into concrete ta</li> </ul>	asks to ensure measurable deliverables within three-mor	nth internship timeline
Utilize diverse group of discipling	nes and backgrounds to increase outreach breadth to go	al of 10,000 supporters
Corps Capital Advisors - Southlake	, TX Sep	tember 2021- December 2023
	alysis philosophy based on a client's risk profile, goals, a	nd desired asset allocation
_	neetings to discuss progression of internship and retenti	
	te teammates to ensure any obstacles are handled imme	-
partner	te teaminates to ensure any obstacles are nandled mine	sulately and by the correct
LEADERSHIP EXPERIENCE AND ACT	TIVITIES	
Texas Angels - Special Events Coord		Fall 2018 - August 2020
•	l vendors to establish specifications of events	
<ul> <li>Cataloged attendance, RSVP, ca</li> </ul>	arpool, and dietary information of 120+ members to crea	ate seamless events
HONORS		
University Honors		Spring 202
<ul> <li>Liberal Arts Magna Cum Laude,</li> <li>MaCamba Dean's List University</li> </ul>		Spring 202
<ul> <li>McCombs Dean's List, Universit</li> </ul>	ty honors	Spring 201



Legislation Text

## File #: 25-618, Version: 1

## CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

## DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below. No Title's, No emails. Please use ARIAL 10 Font. Members of the City Council, Representative Josh Acevedo, (915) 212-0002

#### AGENDA LANGUAGE:

*This is the language that will be posted to the agenda. Please use ARIAL 11 Font.* Gilda Wilson to the Americorps Seniors Advisory Council by Representative Josh Acevedo, District 2.

EFFACE Board City Clerk's	Appointment Form	
Appointing Office	Josh Acevedo, District 2	
Agenda Placement	Consent	
Date of Council Meeting	05/28/25	
Name of Board	Americorps Seniors Advisory Council	
	Agenda Posting Language	
Reappointment of Gilda Wilso Josh Acevedo, District 2.	on to the Americorps Seniors Advisory Council by Representative	
Appointment Type	Regular	
	Member Qualifications	
See resume.		
Nominee Name	Gilda Wilson	
Nominee Email Address		
Nominee Residential Address		
Nominee Primary Phone Number		
Residing District	District 2	
City Employed Relatives	N/A	
	Board Membership	
Americorps Seniors Advisory Council (May 23, 2023 TO May 22, 2025)		
Real estate owned in El Paso County		
Previous Appointee	Gilda Wilson	
Reason for Vacancy	Term Expired	
Date of Appointment	05/28/25	
Term Begins On	05/23/25	
Term Expires On	05/22/27	
Term	Second Term	

## Gilda (Gail) Wilson

## **Current Occupations & Projects**

- · President, Mountain View Neighborhood Association
- Former President and CEO, OPERATION: Loving Care; a 501(c)3 charitable organization
- $\cdot$  Community Committee member of PNAC, Emergence Health Network
- Appointed Member of Americorps Seniors Advisory Council
- · Campus Improvement Team member at Magoffin Middle School (2014 to 2018)
- Former monthly attendee of Congressman Beto O'Rourke's VETCAP meetings (2014)
- Former quarterly attendee of Red Cross Helping Hands
- Former Member of United Way's Legacy Coalition
- $\cdot\,$  Former committee member of Welcome Home El Paso Vietnam Veterans
- $\cdot\,$  30+ years of assistance to at-risk youth in El Paso community (food, clothing, personal hygiene, etc.)
- Created and maintained a greenhouse garden project (Garden of Hope) to include/engage disabled youth at Irvin High School for many years with great success
- $\cdot\,$  Created a garden group and give garden workshops at City Parks and Recreation
- Starting and providing vegetable seedlings to school districts, recreation centers and struggling local farmers
- Starting and providing fruit tree seedlings and propogating fruit trees from cuttings to other nonprofits, struggling farmers and interested El Pasoans for over 10 years
- $\cdot \ {\rm Constant} \ {\rm community} \ {\rm work}$
- Member Border Substance Abuse (abuse prevention, awareness for youth, families and senior citizens, counsel families)
- · Love Our Block Grant Recipient for community garden project at Rae Gilmore Recreation Center

## Experience

PTA | LEE, MAGOFFIN, IRVIN, CROSBY, MOYE | 1988 - 2012 CIT | LEE, MAGOFFIN, CROSBY, IRVIN | 2005 - 2015 GARDEN INSTRUCTOR FOR SPECIAL NEEDS/AT-RISK | IRVIN | 2006 - 2014 ADVOCATE FOR SPECIAL NEEDS CHILDREN | MAGOFFIN, MOYE, IRVIN | 1996 - 2022 DEAL MAKER, NEGOTIATOR, SCROUNGER | PARKS & RECS | 1988 - 2025 GARDEN PLANNER/INSTRUCTOR | RAE GILMORE REC CENTER | 2011 - 2025 MOBILE FOOD BANK | EL PASOANS FIGHT FOR HUNGER | 2013 – 2018 COUNCILMEMBER | AMERICORPS SENIOR ADVISORY COUNCIL | 2023 - 2025

## Training

- $\cdot$  Mental First Aid
- Suicide Prevention
- · CPR
- Advanced First Aid at CCP
- · CERT
- Leadership Academy
- $\cdot\,$  Advanced Leadership Academy and Workshop
- One-Stop MVPN Peer to Peer Training (for working with Veteran's Wives)
- $\cdot$  USDA Training for sustainable micro-farming, high tunnel growing and cloning vegetables

## Accomplishments at Mountain View Neighborhood Association

- $\cdot$  Worked with City Planning for installation of additional street lighting
- $\cdot$  Worked with City Planning for Slow Traffic curbing in the neighborhood in high-accident areas
- $\cdot\,$  Started community garden at Rae Gilmore Rec Center
- $\cdot$  Promoted the Weatherization Project to Mountain View Neighborhood with great success
- $\cdot\,$  Started a neighborhood tradition of Easter Egg Hunt and Celebration at Mountain View Park
- · Petitioned City Council for a Skatepark at Mountain View Park
- $\cdot\,$  Brought CERT training to Mountain View for a safer neighborhood (working on bringing NERT training)
- Advocated on behalf of petitioner for guardrail barriers on both sides of rainwater channel on Diana Drive
- $\cdot$  Organized successful 'Keep America Beautiful' projects in Mountain View
- Helped City Representative's project to supervise kids to remove graffiti & paint rainwater channel
- $\cdot$  Organize Thanksgiving and Christmas dinners for at-risk families in the community
- Resource for the Truancy Court to provide community service opportunities to offenders
- Broker food and clothing donations for Migrant Workers (with valid work visas)
- Broker food, clothing, personal hygiene donations for at-risk youth and families
- $\cdot\,$  Operated the Summer Meal program at Rae Gilmore BEFORE there was a formal program
- $\cdot$  Worked with City Panning for additional lighting in Mountain View Park to curb crime
- Worked with City Planning for a walking path in Mountain View Park to increase use
- $\cdot$  Crocheted medical masks, hats and scarves for first responders, community and veterans

## Accomplishments at OPERATION: Loving Care

- Started operations in May 2016 (ended operations in 2021)
  - Secured donations for United Way's Parents as Teachers program
  - · Secured donations for Welcome Home El Paso Vietnam Veterans
  - $\cdot$  Secured school supply drive donations for Emergence Healthcare's CHAMHPS program
  - Have crocheted and provided several thousand "prayer' hats (beanies) for the homeless and homeless veterans. Veterans beanies include Thank You cards and resource info to helping agencies
  - Hosted numerous and successful Skateboard Competitions at Mountain View Skate Park complete with counseling and resources from attending helping agencies
  - Raised donations for homeless and homeless veterans
  - · Organize Thanksgiving and Christmas dinners for at-risk families in the community
  - · Broker food and clothing donations for Migrant Workers (with valid work visas)
  - · Broker food, clothing, personal hygiene donations for at-risk youth and families
  - · Partner with You Eat I Eat nonprofit to provide food to low-income families
  - Hosted and provided gardening workshops covering vegetable and fruit tree propagation, urban and vertical gardening, drip irrigation systems and many more to come
  - Provided hundreds of pounds of fresh, organic vegetables (kale, boc choi, radishes, peppers, tomatoes, lettuce, squash, egg plant, etc.) to food banks and the community
  - Private community youth outreach where I bring food, clothing, school supplies and resource info to at-risk youth at the parks or rec centers
  - · Crocheted medical masks for community and veterans



Legislation Text

## File #: 25-633, Version: 1

## CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

## DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below. No Title's, No emails. Please use ARIAL 10 Font. Members of the City Council, Representative Josh Acevedo (915) 212-0002

#### AGENDA LANGUAGE:

*This is the language that will be posted to the agenda. Please use ARIAL 11 Font.* Silvia Serna to the Fair Housing Task Force by Representative Josh Acevedo, District 2.

Board Appointment Form			
Appointing Office	Josh Acevedo, District 2		
Agenda Placement	Consent		
Date of Council Meeting	05/28/25		
Name of Board	Fair Housing Task Force		
	Agenda Posting Language		
Re-appointment of Silvia Serna Acevedo, District 2.	a to the Fair Housing Task Force by Representative Josh		
Appointment Type	Regular		
	Member Qualifications		
See Resume.			
Nominee Name	Silvia Serna		
Nominee Email Address			
Nominee Residential Address			
Nominee Primary Phone Number			
Residing District	District 2		
City Employed Relatives	N/A		
	Board Membership		
Fair Housing Task Force			
	Real estate owned in El Paso County		
Previous Appointee	Silvia Serna		
Reason for Vacancy	Term Expired		
Date of Appointment	05/28/25		
Term Begins On	05/01/25		
Term Expires On	04/30/28		
Term	First Term		

## SILVIA SERNA

Performance-driven, forward-thinking Management Professional offering over 30 years of comprehensive experience in fast-paced, customer-driven public service. Possess an effective hands-on leadership style that inspires trust and confidence amongst superiors, peers and subordinates. Highly adept at breaking down barriers to progress and implement the change necessary to achieve an organization's long-term strategic imperatives.

## **CORE COMPETENCIES:**

• • •	Strategic Planning Program Development Multi-Site Operations Management Customer Service	Operations & Facilities Management Cross-Functional Leadership Employee Rewards/Incentives Grant Writing Experience	Budget Management Staff Development Safety/Risk Management Regulatory Compliance
•	1 0		. 8

Bilingual: Fluent in English and Spanish

## **PROFESSIONAL EXPERIENCE**

34<sup>th</sup> Judicial District Attorney's Office, El Paso, Texas Grant Analyst

5/2021-12/2024

- Write and manage all grants for the District Attorney's Office to include creating very complex reports submitted to the granting agencies such as the Governor's Office of Texas, TxDOT, and Bureau of Justice
- Manage budgets for the grants to include several grants exceeding millions of dollars
- Create and manage all the budget adjustments for the grants
- Work in conjunction with other County offices such as Purchasing, County Auditors, County Attorneys and County Administration for the acceptance of grants and vetting processes.

346th District Court – El Paso Veterans Treatment Court Program, El Paso, TexasVeteran Program Director7/2012 – 12/2020

- Developed and implemented policy for the El Paso Veterans Treatment Court Program.
- Make presentations to the community to include the many veteran organizations and provide education regarding the statutory requirements for eligibility placement.
- Perform all the case management duties to include preparing files for docket, staffing cases with the Team and follow-up with attorneys.
- Prepare and maintain solicitation of grants for Veterans Treatment Court.
- Provide supervision of staff to include compliance officers, counselor and interns.
- Developed, designed & maintain the county-wide web page for the Veterans Court.

West Texas Community Supervision & Corrections Department (WTCSCD), El Paso, TexasOfficer-in- Charge/Supervisor2005 to 2012

Directly responsible for the day-to-day operations of a 24/7, 90 bed Male/Female Residential Facility. Supervise 30+ employees and direct all residential services for three separate shifts.

- Oversee all of the Residential Services that covers Transportation, Counseling, Housing, Dining Facility, Correctional Control Area and Administration.
- Assist and conduct monthly Team Meetings regarding admission, discharge and transfers of Residents from the Facility.

- Direct all incoming placements to the Residential Facility to appropriate staff or outside services.
- Oversee the performance counseling/evaluation of all department employees and manage their training.
- Oversee the implementation of Resident's case files be kept in accordance with operational procedures and the Criminal Justice Assistance Division (CJAD).
- Manage the Probation Officers, Counselors, and Employment Special, ensuring the Facility's success is met by visiting with Resident's and their families on a weekly basis, conducting and overseeing Resident's meetings and maintaining high employment ratios.
- Manage all court related duties in conjunction with the District & County Courts, CPS, Drug Court, INS, APS and other governmental entities.
- Oversee the safety and security of the Residential Facility as mandated by CJAD, to include the residential living quarters, residents, customers and staff.

## Key Achievements

- Implemented training on the specialization of services to the DA's office, Executive Staff and the Probation Department.
- Set up infrastructure for the Residential Facility that ensured the Facility was able to meet the expectation of CJAD requirements.
- Implemented safety policy and procedures for the Facility, i.e., fire drills, evacuation and hazardous chemical spills.
- Implemented transportation policy and procedure to insure timeliness of Resident's pickup/dropoff.
- Implemented risk procedures to include accident investigation, work related injury/illness and safety of staff.

## WTCSCD, El Paso, Texas

Senior Probation Officer, Texas Satellite, El Paso, Texas

- Managed the entire Probation Office Satellite of 13 Officers, 2 Secretaries and Interns.
- Planned, organized and supervised court appearances and duties for Probation Officers.
- Oversee all probation functions and services be in accordance with CJAD standards.
- Met regulatory standards set by CJAD, County and Texas Department of Health.
- Conducted performance counseling/evaluation of all satellite employees.

## WTCSCD, El Paso, Texas

Deputy Probation Officer, Court Services, El Paso, Texas

- Engaged in professional duties related to serving the district needs of the District & County Courts.
- Served as liaison Officer for the Courts.
- Conducted Internal Affairs investigations for the Department.
- Conducted criminal backgrounds on defendants.
- Met regulatory standards set by CJAD.

## WTCSCD, El Paso, Texas

Deputy Probation Officer, Texas Satellite, El Paso, Texas

- Supervised caseloads of up to 200+ Probationers.
- Conducted monthly statistical reports.
- Performed tasks as court ordered for the needs of the Probationers.
- Met regulatory standards set by CJAD.

## 1996 to 1998

## 2001 to 2005

1998 to 2001

Page 2

SILVIA SERNA	<b>Page</b> 3
INTERMEDIATE SANCTION FACILITY, El Paso, Texas	1995 to 1996
Case Manager II	
• Conducted classroom curriculum to include Anger Management, Life Skills and Substance	
Education to Probationers.	
<ul> <li>Compiled monthly progress reports.</li> </ul>	
Oversee the implementation and development of classroom curricu	lum.
<ul> <li>Managed caseload.</li> </ul>	
Acting Director of Programs	
R.E. THOMASON GENERAL HOSPITAL, El Paso, Texas	1989 to 1993
Employee Assistance Program Coordinator, Human Resources	
• Developed the EAP from concept.	
• Provided assessment services, evaluation and referral services to en	nployees.
• Developed extensive network of community support agencies.	
DISTRICT ATTORNEY'S OFFICE, El Paso, Texas	1988-1989
Victim Services Coordinator	
• Paralegal	
CENTRAL APPRAISAL DISTRICT, El Paso, Texas	1984-1988
<ul> <li>Secretary for the Appraisal Review Board</li> </ul>	1704-1700
• Secretary for the Appraisal Review Board	
LULAC PROJECT AMISTAD, El Paso, Texas	1980-1984
• Clerk	
• Secretary	
EDUCATION	
Master of Arts, Organizational Management	2001
University of Phoenix, Santa Teresa, New Mexico	
<b>Bachelor of Science, Criminal Justice</b>	1994
University of Texas at El Paso, El Paso, Texas	1771
OTABLE ACHIEVEMENTS	
Congressional Recognition, Congressman Beto O'Rourke,	2015
for support of the Veterans in the community as Veterans Program	
of the El Paso Veterans Treatment Court Program	
<b>Recognition for outstanding support for Veterans from the El Paso</b>	2015
Veterans and Riders Association	2015
Recognition by the Depatheoners of the Denovider Dettensor Ond	2013
Recognition by the Paratroopers of the Benavidez-Patterson 82 <sup>nd</sup> Airborne Division for support of the active duty and veteran militar	
Community	ı y
Community	
Leadership of El Paso, Class 28	2006



Legislation Text

## File #: 25-677, Version: 1

## CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

## DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below. No Title's, No emails. Please use ARIAL 10 Font. Members of the City Council, Mayor Renard U. Johnson, (915) 212-0021

#### AGENDA LANGUAGE:

*This is the language that will be posted to the agenda. Please use ARIAL 11 Font.* Cecilia Ochoa Levine to the Committee on Border Relations by Mayor Renard U. Johnson.

Board Appointment Form					
Appointing Office	Mayor Renard U. Johnson				
Agenda Placement	Consent				
Date of Council Meeting	05/28/25				
Name of Board	Committee on Border Relations				
Agenda Posting Language					
Re-appointment of Cecilia Ochoa Levine to the Committe on Border Relations by Mayor Renard U. Johnson.					
Appointment Type	Regular				
	Member Qualifications				
A person whose duties include daily operation of the Committee on Border Relations.					
Nominee Name	Cecilia Ochoa Levine				
Nominee Email Address					
Nominee Residential Address					
Nominee Primary Phone Number					
Residing District					
City Employed Relatives	District 7				
Board Membership					
	N/A Board Membership				
CBR (June 01, 2021 to May 3 <sup>-</sup>	N/A Board Membership				
CBR (June 01, 2021 to May 3 <sup>-</sup>	N/A Board Membership				
CBR (June 01, 2021 to May 3 <sup>-</sup>	N/A Board Membership 1, 2023)				
CBR (June 01, 2021 to May 3 <sup>-</sup> Previous Appointee	N/A Board Membership 1, 2023)				
	N/A Board Membership 1, 2023) Real estate owned in El Paso County				
Previous Appointee	N/A Board Membership 1, 2023) Real estate owned in El Paso County Elsa Borrego				
Previous Appointee Reason for Vacancy	N/A Board Membership 1, 2023) Real estate owned in El Paso County Elsa Borrego Term Expired				
Previous Appointee Reason for Vacancy Date of Appointment	N/A Board Membership 1, 2023) Real estate owned in El Paso County Elsa Borrego Term Expired 06/01/25				



**Cecilia Ochoa Levine** 

Cecilia Ochoa Levine has been owner of MFI International Mfg., LLC, headquartered in El Paso, Texas, since 1990. Prior to joining MFI, Levine was President and Founder of Ceci Inc. El Paso, Texas and Contratistas de Confeciones, Juarez, Mexico.

MFI is a Contract Assembler, producing diversified products for industries such as automotive, juvenile, home furnishings, pet, ladies accessories and apparel sectors. MFI also is a provider of Manufacturing, Warehousing, Distribution, Shelter and Consulting Services with offices and plants in Mexico and the United States.

MFI International's Shelter division has given Levine the opportunity to work with major companies including Kimberly Clark, Hasbro, Sara Lee, Pierre Deux and Evenflo, Temperpidic and other mattress companies in establishing manufacturing operations in Mexico and in the United States. She also has guided smaller companies during their start-up phase. Her design experience has been an asset to many of MFI's clients.

Levine has extensive experience in manufacturing, establishing world class production processes and procedures such as ISO certifications, continuous improvement programs and management skills processes, international trade, cross border cultural relationships and economic development.

She participated in Green7 de Mexico – an antimicrobial agent distribution company in Mexico. This product utilizes a technology developed at Emory University that will mitigate infectious diseases such as MRSA.

Levine is a partner in Innovei Asia with offices in Taiwan and with relationships with manufacturing plants in China. She also is a Director and Partner in Innovei Electronics a company that was incubated by MFI International with competencies based on electronic repair. They are certified by companies such as Apple Compute.

From 2003 to 2008, Levine, served as a member of the President's Export Council, which worked with the Department of Commerce, the U.S Trade Representative and the Executive Branch in promoting U.S. Exports. She participant in a fact-finding trip to China and Mexico with Secretary of Commerce Don Evans. In 2008 she was named Chairman of the US/Mexico Border District Export Council by Secretary of Commerce Carlos Gutierrez, a Council that has representation throughout the US and Mexican border region.

From 2002 to 2007, Levine served as a board member for the Federal Reserve Bank of Dallas, El Paso branch. Served from 2004-2007 as co-chairman.

From 1998 to 2000 she he was Co-Chairman of "Amigos de Bush" a supporting group of Republicans, Democrats and Independents from different states in the United States supporting President Bush's Hispanic values agenda and was awarded the opportunity to plan and execute a sanctioned event at the 2000 Presidential Inaugural events in Washington D.C. with over 800 participants.

Levine founded the family foundation as a 501c3 in the US and a "donataria autorizada" in Mexico – the US/Mexico Strategic Alliance <u>https://www.usmc-strategicalliance.com/</u> which networks with various existing organizations to improve the life of U.S. and Mexican citizens living in the border regions of the United States and Mexico. She is also involved in a medical project to relocate used U.S. medical equipment to needy hospitals in Mexico as well as helps to promote the Medical Center of the America and board member of the Biomedical Cluster Juarez/El Paso with organizations as SIVAM (Society of Mexican Artistic Values).

Levine has been working for the last 8 years putting together the social ecosystem that will be housed in the Herzog and de Meuron El Punto project that will be built in Ciudad Juarez. El Punto will house a music conservatory, arts academy, (dance, photography, painting, sculpture etc.), Permaculture program, hospitality Institute, digital education programs "Paco El Chato" (over 10 million users). This ecosystem will be replicable for other regions of the world. These programs are based on a prevention of violence, and addictions. El Punto vision is to work on projects that can help with dignifying humanity.

In 2019 and 2020 the USMC Strategic Alliance in collaboration with FECHAC and the Mohr Family we were able to do 620 free Cataract surgeries for free.

To address the Covid 19 problem the foundation USMC Strategic Alliance in collaboration with FECHAC and Fondo Unido (United Way Chih) opened a clinic "Primer Contacto" to test people with covid and offer medication as well as instructions on how to stay safe at home. We will be doing in 2021 7,200 free test and free medication.

She was a founding member of the Midland, Texas Hispanic Chamber of Commerce in the 1980's.

Levine was a guest speaker at the Entrepreneur Class in the Business School at Baylor University in Waco Texas for 20 years as well as having served as the Entrepreneur in Residence at the University of Texas at El Paso 2006.

In 2011 was invited to be board member for the Baylor University School of Business and served for 6 years.

In 2012 she was asked to speak at the 6<sup>th</sup> Annual Global Forum at the McBride Center for International Business the theme being "Women in the World Economy."

In 2017 she was a Key Note Speaker at the Baylor School Ethics Forum.

She has been a guest speaker in South American countries on economic development and maquiladora opportunities and issues.

Levine presently serves as Vice President of Southwest Maquila Association.

She served in Nation Board of BBVA Compass Bank from 2012-2016.

Levine serves in the local advisory board of Compass BBVA Bank 2011 - Present

Starting in 2011 to Present – Has worked with Herzog and de Meuron Swiss Architectural Firm to create an architectural and social INCON for the US/Mexico Border. This will create the echo system that can start to define the true DNA of the region. This project is call "El Punto". Since then we have been engage with several educationa institutions such as the Texas Tec Architectural School, the UACJ Architectural School, MIT Media Lab, Tec de Monterrey Architectural School and Social Scinece School. <u>http://www.elpasoinc.com/el-punto/image\_e0db7f32-ce81-11e5-924d-e753fc6be5b</u>

December 2016 to February 2016 – Participated in the organization (with the Juarez and El Paso Bishops) of Pope Francis to Ciudad Juarez and the design of the altar and podium for the Papal Mass.

In 2017 Mrs. Levine's foundation worked with the State of Chihuahua Desarrollo Social in fixing 76 "centros de bienestar infantile" (center for low income children in Juarez)

In 2017 created a relationship with Earth Block organization to create sustainable spaces in Juarez.

Summer of 2017 became partner and serves on the board of Con Vision 20/20 an eye clinic in Ciudad Juarez as the first of the clinics that will be operating in the "Closter Medico de Juarez" http://convision2020.com/

In 2018 open "y Coma" an education a social center for the medical cluster in Juarez.

Levine was invited by Bishop Mark Sipze to participate in the Blue-Ribbon Committee to assist the Catholic Schools of El Paso in 2016. After developing a plan for the schools Levine and the Blue-Ribbon Committee now became the Advisory Board for the El Paso Dioses Catholic Schools to work with Art Edu on the transformation of the schools.

Levine's commitment to health via the family foundation USMC Strategic Alliance worked in collaboration FECHAC and other donors as the Mohr Family on 620 free cataract surgeries in 2019/2020 and in the year 2021 over 230 free cataract surgeries "Ver mejor para Vivir Mejor" and opened a covid clinic "Primer Contacto" to perform over 10,000 free covid test as well as in 2021 in collaboration with the national maquila association INDEX, the County of El Paso, the MCA the private sector in Juarez 33,710 people were vaccinated against covid.

2021 the family foundation obtained 6 mobile health care units and advanced the program "Prevenir para Vivir" a prevention program in collaboration with the National Maquila Association INDEX, and the IMSS.

#### AWARDS AND RECOGNITIONS

- In 2009 "Manufacturer of the year" El Paso Hispanic Chamber of Commerce"
- In 2007 "Exporter of the year award given by the Small Business Association"
- In 2006 -USHCC "National; and Regional Hispanic Business Woman of the Year Award" US Hispanic Chamber of Commerce
- In 2006 McDonald's Hispanos Triunfadores
- In 2005 "Ser Empresario Border-land Award"
- In 2004 "Orgullo Hispano- Galardón de La Mujer" Guadalajara México
- In 2004 "Texas Association of Mexican American Chambers (TAMAC) Business Woman of the Year Award"
- In 2003 -"Small Business Administration's Minority Women-Owned Business of the Year Award"
- In 2002 -"League of Women Voter's Bravo Award"
- In 2017 = Award given by the Mexican Councilet in El Paso representing the industry.
- In 2017 Award from Ambassador of Mexico in the US for work in the industry.
- In 2017 Hispanic Chamber of Commerce MFI as manufacturer of the year.
- In 2018 Mexicanos Distinguidos Secretaria de Relaciones Experiores Mexicanos en el exterior.

Cecilia Levine is currently or has been affiliated with the following National and International Organizations.

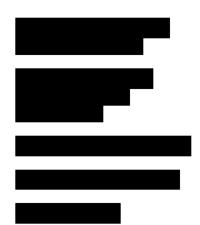
- Board member of Federal Reserve Bank of Dallas, El Paso Branch (Director)-Chairmen Protem 2002-2007
- President's Export Council 2003 2008
- World Trade Center Chairman of the Board 2001-2004
- Board member of El Paso Catholic Diocese 1998-2011
- Paso del Norte Group Co-Chairman Trilateral Committee for 1 yrs.
- Paisano Bi-national Immigration Advisory Committee 2000 2002
- Partnership for Prosperity Bi National Competitiveness Committee Member 2003-2004
- & Production Sharing Action Force Committee Member 2002-2004

- US/Mexico Strategic Alliance Founder and President
- Lydia Patterson School board member 2000 2008
- El Paso Museum of Art Foundation 2001-2005
- CINIME (Mexican National Maquiladora Association) through MSI (Mexican Company)
- Member of El Paso Hispanic Chamber of Commerce
- Mexican Federation of Private Health and Community Development Associations (FEMAP) 2000-2002
- Hospital Civil de Guadalajara Foundation Board 2000-2003
- Governor's Mansion Foundation "Austin Texas" 2000-2003
- Kids for Kids (an international initiative to have prodigy children help raise funds for children with cancer)
- INDEX AMAC Cd. Juarez Maquiladora Council through MSI (Mexican company) 2000 Present
- Plan Estrategico de Juarez participant
- Society of Corporate Compliance and Ethics -2002-2003
- University of Texas in El Paso Entrepreneur in Residents 2 yrs.
- Chairman of the US/México Border District Export Council US Commerce Dept.-2008 present
- SIVAM- board member in Mexico, City and New York 2002- present
- Mi Gran Esperanza- (supports children with cancer) board member in Guadalajara Mexico, 2002- present
- National and Regional Advisory Board Member of BBVA/Compass Bank 2011 2015
- BBVA Compass Advisory Board 2011 Present
- Juarez Competitiva US- 2011
- Board of Directors of Orchestra Esperanza Azteca (3 youths orchestras in Juarez)
- Baylor University School of Business Advisory Board Member
- Tecnologico de Monterrey Advisory Board in Cd. Juarez
- District Export Council US 2010 Present
- Fondo Unido de Mexico Untied Way 2016 Present
- Desarrollo Economico del Norte Vice President 2016
- Southwest Maquila Association Executive board 2010- present and Social Responsibility Committee
- Member of Index 1987- Present
- Blue Ribbon Committee El Paso Catholic Diocese 2017 Present
- School Board Catholic Dioses of El Paso 2018
- Board and Secretary of Closter Bio Medico Juarez/El Paso 2017- Present
- Board of the DIF in Ciudad Juarez 2016-2018
- Board member of Esperanza Azteca Juarez Orchestra 2011- Present
- Board of Con Vision 20/20 2018 Present
- Advisory Board El Paso Catholic Schools and Communication lead. 2018 Present
- City of El Paso Committee on Border Relations 2021- Present
- University of New Mexico Architecture Advisory 2021 Present
- Advisory Board Member Pro Bono Doctors 2021- Present

She was born in Chihuahua, Chih., Mexico in 1950, moved to the United States in 1966 with her parents Juan Ochoa Reynoso, Emma Bunsow de Ochoa and eight brothers and sisters. Attended the University of Texas in El Paso where she studied geology. Cecilia became a naturalized U.S. Citizen in 1982. In 1988 became partners with Lance R. Levine and married shortly after. Cecilia has four children: Chia Wollschlager, Emma Schwartz married to Doug Schwartz, Lawrence Wollschlager, and Lance Michael Levine and Ali W. Levine. Cecilia has four grand-daughters McKenzie Stewart, Taylor Stewart, Sienna Schwartz and Milan Schwartz. Levine's hobbies are painting, interior, exterior decorating, travel, and the ARTS.

Contact Information:

Cecilia Ochoa Levine MFI International Mfg., LLC





Legislation Text

## File #: 25-632, Version: 1

## CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

## DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below. No Title's, No emails. Please use ARIAL 10 Font. Members of the City Council, Mayor Renard U. Johnson, (915) 212-0021

#### AGENDA LANGUAGE:

*This is the language that will be posted to the agenda. Please use ARIAL 11 Font.* Elizabeth M. Badillo to the City Plan Commission by Mayor Renard U. Johnson.

Board Appointment Form City Clerk's Office						
Appointing Office	Mayor Renard U. Johnson					
Agenda Placement	Consent					
Date of Council Meeting	05/28/25					
Name of Board	City Plan Commission					
Agenda Posting Language						
Appointment of Elizabeth M. Badillo to the City Plan Commission by Mayor Renard U. Johnson.						
Appointment Type	Regular					
	Member Qualifications					
A person whose duties include daily operation of the City Plan Commission.						
Nominee Name	Elizabeth M. Badillo					
Nominee Email Address						
Nominee Residential Address						
Nominee Primary Phone Number						
Residing District	District 1					
City Employed Relatives	·					
	Board Membership					
N/A						
Real estate owned in El Paso County						
N/A						
Previous Appointee	Margaret Livingston					
Reason for Vacancy	Term Expired					
Date of Appointment	05/28/25					
Term Begins On	05/02/25					
Term Expires On	05/01/27					
Term	First Term					

## ELIZABETH M. BADILLO

## 

## **Senior Managing Director**

Extensively experienced and goal-oriented Accounting and Finance Manager with a demonstrated track record of leading the preparation and analysis of financial reports to summarize and forecast financial position. Proven expertise in driving efficiency and productivity through evaluation of operational systems and implementation of process improvements and Sarbanes-Oxley compliance. Talented leader directing highly skilled management and analyst teams to support achievement of overall corporate goals and objectives. *Core competencies include:* 

- Financial Accounting
- Sarbanes-Oxley ComplianceCompliance Reporting
- Team Development
- Management
  - Treasury Management

- Financial AnalysisProject Management
- Efficiency Improvements

## **CAREER EXPERIENCE**

## TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER EL PASO, El Paso, Texas 06/13 – Current

Vice President Clinical Administration, Associate Dean of Finance: 03/01/24 - Current Senior Managing Director: 12/01/19 - 02/29/24 Managing Director: 04/01/15 - 11/30/19

## Senior Director: 06/17/13 - 03/31/15

Oversee the Paul L. Foster School of Medicine Finance Administration. Manage all contracts for the El Paso campus in addition to the real estate acquisitions and leases.

### Key Achievements:

- Created a consolidated monthly reporting and variance analysis package for Senior Leadership for the School of Medicine which has estimated annual revenue of approximately \$250 million.
- Coordinated the acquisition of approximately 55 properties (19 acres) to support the expansion of the campus.
- Fully transitioned the contracting function from the Lubbock campus one year ahead of schedule. Transition included the continued management of approximately 435 contracts, 100 of which are revenue agreements for an estimated \$270 million.
- Work directly with the Department Administrators and hospital contacts to ensure that physician contracts and service agreement obligations are met. Assist with the negotiation of the campus agreements to ensure compliance and best practices.
- Consolidate, prepare and submit physician compensation and productivity to participate with medical group associations which help establish regional industry benchmarks and standards.
- Assisted in the development of the following unique financial business plans to support campus initiatives:
  - Twenty year financial proforma for the future Medical Office Building to be built for the University which will provide services to fill the need for a large population on the west side of El Paso.
  - Ten year financial proforma for the establishment of a neurology clinic in addition to attaining a location for the clinic.

### **Career Experience Continued**

### EPT BELLA HOMES LP, El Paso, Texas 06/09 – 06/13 Chief Financial Officer

INTEGRITY ASSET MANAGEMENT LP, El Paso, Texas 04/10 - 12/10 (Affiliated entity for EPT Bella Homes LP)

#### **Director of Operations**

Manage approximately thirty five business units from all financial aspects. Responsible for and manage human resources, payroll, risk management, cash management, budgeting/forecasting, commercial property management and subcontractor compliance.

#### **Key Achievements:**

- Established and manage a Stormwater Protection Plan and compliance for all new construction in two subdivisions to include bi-weekly inspections.
- Migrated to a new accounting software in January 2011 to increase process efficiencies across business units and reduced headcount by two full time equivalents by managing processes and using accounting system effectively.
- Reduced annual payroll costs by \$30,000 by processing payroll in house and ensuring state compliance and reporting.
- Implemented construction budgets by building plan and cost analysis review for strategic pricing with vendors and subcontractors.
- Established an optimal new residential construction start plan to ensure an average of three new homes break ground on a bi-weekly basis across three subdivisions.
- Successfully obtained two additional construction lines of credit to be used for new construction (approximately twenty homes).

### UPPER RIO GRANDE WORKFORCE DEVELOPMENT BOARD, El Paso, Texas 09/08 – 06/09 Chief Financial Officer

Responsible for the efficient utilization of a budget of approximately \$65 million provided by the state and federal agencies. Managed the accounting and procurement staff to adhere to regulations mandated by funding agencies in addition to regulating compliance with Training Providers across six Texas counties. Successfully managed the annual Texas Workforce Commission audit and financial audit for the 2008 fiscal year end.

#### VERDE REALTY, El Paso, Texas 08/07 – 09/08

#### **Operations Manager**

Implemented and managed a job cost accounting system for two Business units within the organization. Continually update budget information for new industrial developments and work with project managers to ensure projects are managed within scope. Prepare monthly reconciliations of all current jobs in process in addition to distributing ad-hoc reports from our job cost system.

#### PETRO STOPPING CENTER, LLP, El Paso, Texas, 10/06 – 08/07 Accounting Supervisor

Prepare and finalize operational financial statements for 95 profit centers. Prepare consolidated financial statements at a store level for three companies. Assist store managers with inventory loss prevention accounting and provide daily support regarding sales reports and accounting. Reconcile multiple accounts on a monthly basis including intercompany accounts and lottery inventory/amusement income. Train incoming managers and assistant managers on our daily reconciliation process at a store level.

## **Career Experience Continued**

#### CINGULAR WIRELESS, LLC, El Paso, Texas 07/01 – 09/06 Senior Accounting Manager

Managed a diverse staff of employees in the implementation, daily maintenance, upgrading and issue resolution for accounts payable systems and outsourced services. Ensured high level of client satisfaction and allocated resources appropriately to meet commitments. Developed and enforced policies in compliance with Sarbanes-Oxley and corporate policy. Responsible for the management of unclaimed property and 1099 compliance. Managed 45 account reconciliations in addition to implementing a fraud review process. Developed highly skilled accounting and financial management team to achieve established objectives.

## Key Achievements:

- Assisted with the centralization of Accounts Payable, Customer Refunds and Supplier Maintenance.
- Managed the Sarbanes-Oxley program during implementation of compliance activities for the Expenditure Cycle.
- Implemented a company wide incentive award program.
- Increased annual corporate card rebate through supplier relationships.
- Chartered a company sponsored community events program.

### PROLOGIS TRUST, El Paso, Texas 04/96 – 07/01 Accounting Manager

Prepared and finalized monthly financial statements for internal and external reporting package consisting of \$5.7 billion assets. Prepared final consolidation and analyzed variances for upper management. Reconciled all intercompany balances. Assisted in the preparation of monthly acquisitions and dispositions and the monthly maintenance of the fixed asset management system. Built and led teams in carrying out special projects. Worked in collaboration with Finance Vice President to ensure accuracy and integrity of financial information in support of overall business objectives.

#### **Key Achievements:**

- Implemented and managed a cost savings utility out sourced program nationally.
- Deployed accounting policies for international office in Amsterdam, The Netherlands.

## ELIZABETH M. BADILLO

## **EDUCATION**

**Bachelor of Business Administration, Accounting** (1995) ST. EDWARD'S UNIVERSITY - Austin, Texas

Masters of Business Administration, General Business (2002) UNIVERSITY OF TEXAS AT EL PASO - El Paso, Texas

Masters of Science, Healthcare Administration (2018) TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER - Lubbock, Texas

## **VOLUNTEER INITIATIVES**

Animal Rescue League 2018 - Current ADOPTION COUNSELOR - El Paso, Texas

Rescue Runners 2019 - Current TREASURER - El Paso, Texas

El Paso Child Crisis Center 2022 - Current VOLUNTEER - El Paso, Texas



Legislation Text

# File #: 25-649, Version: 1

# CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

# DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below. No Title's, No emails. Please use ARIAL 10 Font. Members of the City Council, Cynthia Boyar Trejo, (915) 212-0004

### AGENDA LANGUAGE:

*This is the language that will be posted to the agenda. Please use ARIAL 11 Font.* Rodolfo Rodriguez to the City Plan Commission by Representative Cynthia Boyar Trejo, District 4.

EFFC Board City Clerk's C	Appointment Form
Appointing Office	Cynthia Boyar Trejo, District 4
Agenda Placement	Consent
Date of Council Meeting	05/28/25
Name of Board	City Plan Commission
	Agenda Posting Language
Appointment of Rodolfo Rodrig Boyar Trejo, District 4.	guez to the City Plan Commission by Representative Cynthia
Appointment Type	Regular
	Member Qualifications
Please see attached Resume	
Nominee Name	Rodolfo Rodriguez
Nominee Email Address	
Nominee Residential Address	
Address Address	
Nominee Primary Phone Number	
	District 4
Nominee Primary Phone Number	District 4 N/A
Nominee Primary Phone Number Residing District	
Nominee Primary Phone Number Residing District	N/A
Nominee Primary Phone Number Residing District City Employed Relatives	N/A
Nominee Primary Phone Number Residing District City Employed Relatives	N/A Board Membership
Nominee Primary Phone Number Residing District City Employed Relatives N/A	N/A Board Membership
Nominee Primary Phone Number Residing District City Employed Relatives N/A	N/A Board Membership Real estate owned in El Paso County
Nominee Primary Phone Number Residing District City Employed Relatives N/A N/A Previous Appointee	N/A Board Membership Real estate owned in El Paso County Kenneth Gorski
Nominee Primary Phone Number Residing District City Employed Relatives N/A N/A Previous Appointee Reason for Vacancy	N/A Board Membership Real estate owned in El Paso County Kenneth Gorski Term Expired
Nominee Primary Phone Number Residing District City Employed Relatives N/A N/A Previous Appointee Reason for Vacancy Date of Appointment	N/A Board Membership Real estate owned in El Paso County Kenneth Gorski Term Expired 05/23/23





# **Re: Application for Planning Commission Appointment – District 4**

April 19, 2025

Dear City Representative Cynthia Trejo,

I am writing to express my deep interest in serving on the City of El Paso Planning Commission as your District 4 appointee. Born and raised in Northeast El Paso, and a proud graduate of Parkland High School, this opportunity is deeply personal. I come to you not only as someone who understands the needs and hopes of our community, but as a national leader who has spent the last 15 years designing strategies that center equity, strengthen neighborhoods, and deliver systems-level change across cities like Los Angeles, Denver, and Austin.

Now that I've returned home, my focus is clear: I want to bring the full weight of my experience, relationships, and training to support equitable and sustainable development across El Paso, but especially right here in the Northeast. In partnership with the City, I am advising the Office of Climate and Sustainability, designing El Paso's first Equity Atlas Map, and leading the Community Impact Fellowship—piloted at Parkland and now engaging 200 youth across Parkland, Irvin, Chapin, and Andress High Schools in the Northeast. I also coled the 2024 Community Climate Action Summit in partnership with 4 local community organizers, which convened over 150 stakeholders across 12 jurisdictions to shape the region's climate equity agenda. These efforts are about more than strategy; they are about reclaiming voice, shaping investment, and securing a future for our families.

I would be honored to serve as your appointee and to work alongside you in shaping a vision for the Northeast that is bold, equitable, and community-rooted. My resume is enclosed for your review. Thank you for your consideration and for your commitment to inclusive leadership in our district.

In community,

Kodolfo Kodriguez

Founder and Principal The Policy Gap

# EXECUTIVE SUMMARY

Born and raised in Northeast El Paso and rooted in the U.S.-Mexico borderlands as the son of Mexican immigrants, I bring over 15 years of national experience leading transformative initiatives in Los Angeles, Denver, Austin, and now back home in El Paso. My work spans environmental justice, equitable land use, affordable housing, and public health—always grounded in community listening, trust-building, and a deep commitment to economic justice. I've been entrusted by public agencies, philanthropies, and frontline communities to design bold, data-informed, community-rooted strategies that drive systems change. Today, I'm focused on bringing this experience home—supporting inclusive, sustainable development in El Paso, with a special focus on uplifting historically underrepresented neighborhoods across the Northeast. My cross-sector leadership and systems-thinking approach position me to contribute meaningfully to planning efforts that center equity, resilience, and community voice.

# PROFESSIONAL EXPERIENCE [SELECTED LIST]

#### PRINCIPAL + FOUNDER

The Policy Gap, Public Benefit Corporation

Northeast El Paso, TX | 2014 – Present

Founder and principal of a mission-driven consulting firm advancing racial, economic, and environmental justice through community-partnered strategy, research, and planning. Lead complex cross-sector projects that shape public policy, equitable development, and systems change—from federal to hyper-local contexts.

#### Selected Projects for The Policy Gap below:

#### City of El Paso - Office of Climate and Sustainability (2022-2025)

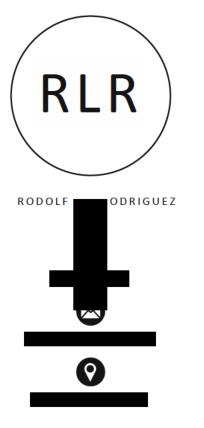
Trusted advisor to the City's newly established climate office serving 670,000+ residents (~82% Latino). Co-designed data-driven, equity-centered systems to inform climate action, sustainable land use, and neighborhood investment—helping El Paso set a national example for inclusive planning.

- Advised the City's first Chief Climate Officer on integrating equity into the Community Climate Action Plan, unlocking \$1M in EPA planning funds and positioning El Paso for up to \$500M in implementation awards.
- Designing an Equity Atlas Map using climate and social risk data to identify high-vulnerability neighborhoods and guide place-based investment.
- Developing a Climate Equity Investment Strategy to shape the City's \$5.2M bond spending and future municipal planning efforts.
- Co-led the 2024 Community Climate Action Summit, convening 150+ stakeholders across 12 jurisdictions.
- Created and launched the Community Impact Fellowship in partnership with the City, County, and two school districts—supporting youth in Northeast El Paso to co-lead the 2025 Youth Summit and inform climate and land-use priorities in their communities.

#### U.S. Environmental Protection Agency - EnDyna, Inc. (2023-2025)

Led national technical assistance strategy for the EPA's \$3B Community Change Grants program in partnership with EnDyna, Inc.

- Recruited, trained, and managed a 100+ person team to support community-led climate and land-use solutions.
- Designed EPA's engagement strategy with Tribal Nations, colonias, island territories, and unincorporated communities—often overlooked in traditional planning processes.
- Traveled with EPA officials to uplift local innovations around green infrastructure, affordable housing, and sustainable community design.
- Supported 2,000+ eligible communities in crafting equitable planning and development proposals.



#### PROFESSIONAL EXPERIENCE [CONTINUED]

#### DIRECTOR OF HEALTH ECOSYSTEM

Housing Authority of the City of Austin

Austin, TX | 2018 - 2020

Appointed to establish and lead a new department focused on improving health equity outcomes for 25,000 public housing tenants. Bridged public housing, healthcare, and planning systems to advance place-based well-being and sustainable neighborhood transformation.

- Hired, trained, and supervised Community Health Workers, all public housing residents, who engaged 22,000+ tenants with individualized housing and health stability plans.
- Co-managed the planning of a \$50M neighborhood redevelopment initiative resulting in 400+ new affordable housing units in Austin's urban core, integrating sustainability, anti-displacement strategies, and co-located wraparound services (e.g., primary care, dental, and public health).
- Convened a Collective Impact Round Table with 25+ social service organizations, 15 health insurers, and 10 healthcare systems to develop a reimbursement model for long-term housing-health integration.

#### AT-LARGE CITY COUNCIL AIDE

City and County of Denver, At-Large City Council

Denver, CO | 2015 - 2018

Advisor and operations lead for a high-impact City Council office, championing racial equity, affordable housing, and participatory governance for 710,000+ constituents.

- Lead a team to advance transformative public policies and cross-departmental coordination across city government.
- Co-developed and passed legislation dedicating \$150M in new public funding to build and preserve over 6,000 affordable housing units, including the formation of a tenant advisory board to guide long-term investment.
- Led policy and coalition work for landmark equity initiatives including a Sanctuary County ordinance, Use of Force police reforms, and gender-neutral restroom legislation—demonstrating expertise in public interest zoning and community protection.

# EDUCATION

UNIVERSITY OF TEXAS AT AUSTIN Bachelor of Science in Architectural Studies

Austin, TX | 2013

# NATIONAL LEADERSHIP & NETWORKS

#### VIBRANT COMMUNITIES FELLOW

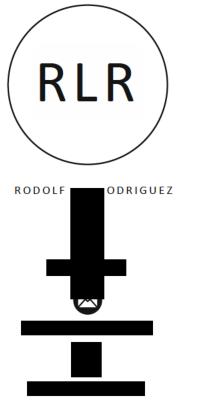
Lincoln Institute of Land Policy – Cambridge, MA 2024–2025 Participating in national training on community land trusts and affordability strategies; selected to represent the Texas-Mexico border and collaborate with U.S. policy leaders.

#### **HEALTH LEADER**

The Urban Land Institute – Washington, D.C.2019–2020U.S. program convening developers, land experts, and city planners to integrate health<br/>equity into housing development projects and analyze anti-displacement strategies.

#### CULTURE OF HEALTH LEADER

Robert Wood Johnson Foundation – Princeton, NJ 2019–2022 Competitive three-year leadership program providing executive coaching, strategic curriculum, and a \$95K grant to design and launch a Culture of Health Initiative.





El Paso, TX

Legislation Text

# File #: 25-616, Version: 1

# CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

# DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below. No Title's, No emails. Please use ARIAL 10 Font. Members of the City Council, Representative Chris Canales, (915) 212-0008

### AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Kenneth "Ken" Gorski to the Greater El Paso Civic, Convention and Tourism Advisory Board by Representative Chris Canales, District 8.

	rd Appointment Form <sup>k's Office</sup>
Appointing Office	Chris Canales, District 8
Agenda Placement	Consent
Date of Council Meeting	05/28/25
Name of Board	Greater El Paso Civic, Convention and Tourism Advisory Board
	Agenda Posting Language
	en" Gorski to the Greater El Paso Civic, Convention and Representative Chris Canales, District 8.
Appointment Type	Regular
	Member Qualifications
Nominee Name	Kenneth "Ken" Gorski
Nominee Email Address	
Nominee Residential Address	
Nominee Primary Phone Number	
Residing District	District 8
Residing District City Employed Relatives	N/A
City Employed Relatives City Plan Commission (May	
City Employed Relatives City Plan Commission (May	N/A Board Membership y 02, 2023 to May 01, 2025)
City Employed Relatives City Plan Commission (May	N/A Board Membership y 02, 2023 to May 01, 2025) hirs Advisory Board (June 03, 2014 to October 01, 2021)
City Employed Relatives City Plan Commission (May	N/A Board Membership y 02, 2023 to May 01, 2025) hirs Advisory Board (June 03, 2014 to October 01, 2021)
City Employed Relatives City Plan Commission (May Museums and Cultural Affa	N/A Board Membership y 02, 2023 to May 01, 2025) hirs Advisory Board (June 03, 2014 to October 01, 2021) Real estate owned in El Paso County
City Employed Relatives City Plan Commission (May Museums and Cultural Affa Previous Appointee	N/A Board Membership y 02, 2023 to May 01, 2025) hirs Advisory Board (June 03, 2014 to October 01, 2021) Real estate owned in El Paso County Holly Cobb
City Employed Relatives City Plan Commission (May Museums and Cultural Affa Previous Appointee Reason for Vacancy	N/A         Board Membership         y 02, 2023 to May 01, 2025)         hirs Advisory Board (June 03, 2014 to October 01, 2021)         Real estate owned in El Paso County         Holly Cobb         Term Expired
City Employed Relatives City Plan Commission (May Museums and Cultural Affa Previous Appointee Reason for Vacancy Date of Appointment	N/A         Board Membership         y 02, 2023 to May 01, 2025)         hirs Advisory Board (June 03, 2014 to October 01, 2021)         Real estate owned in El Paso County         Holly Cobb         Term Expired         05/28/25

# kengorski, aia cnu-a – professional resume

kenneth"ken"gorski, aia architecture-design



Registered Architect Emeritus– State of Texas No. 6477 Member Congress for New Urbanism, Urbanist member cnu-a Board Member 2016 – THECB Austin, Tx - Field of Study Architecture Committee Professor of Architecture –Tenured - El Paso Community College Architecture District Wide Discipline Coordinator – El Paso Community College Adjunct Prof. of Architecture – Texas Tech Univ. College of Architecture – El Paso

Memberships and supporter: National - El Paso - Regional Associations:

- Chair–El Paso Museum & Cultural Affairs Advisory Board–EP 2014-2021
- Member El Paso Museum of Art Supporter
- Member El Paso History Museum
- National. Board of Directors, CCCAP Comm Coll Degrees, Wash, DC 2011-17
- Architecture Design Review Committee City of El Paso
- American Institute of Architects Emeritus
- Texas Society of Architects
- El Paso, Texas Chapter of the AIA
- ASTA American Society of Travel Agents
- Member AIA150 El Paso Chapter
- El Paso Solar Energy Association Member
- Member Architects without Borders
- Member Builders without Borders
- Architecture for Humanity
- Past PTA president (2 TermS) EPISD PTA (Morehead Middle School)
- Member City of El Paso Mayor's Architect-Engineer Selection Committee
- Member City of El Paso City Plan Commission 2023-2025
- AKA Green Architecture Paris Accord 2016 to..
- Member MCAB- PAC Chair 2014-2021
- Supporter El Paso Opera
- Supporter El Paso Symphony
- Supporting Member Former El Paso Insights Museum
- Member Concordia Cemetery Association
- Member El Paso Tom Lea Society
- Music Under the Starts, Chamizal Nat'l Monument volunteer
- Explorica Tours, coordinator" Greek & Italian Arts & Arch Tour," Su, 2015
- Member El Paso "Sheriff's Citizens Advisory Board"
- Member Tom Lea Society
- Member Trost Historical Society El Paso

05/01/2025

- Member Franklin Mountains Wilderness Coalition
- Member El Paso Gem and Mineralogical Society
- Member Natl. Assn. of Jewelry Appraisers 2024
- Commissioner El Paso County Historical Commission 2016-18
- Member, BPAE Texas Comm. Colleges-Building Programs Archit. Education
- BPAE Spring 2016 State Conference Representative in Tarrant Co., Tx
- Texas Higher Education Coordinating Board Member Texas Universities Bach. of Archit Degree Plan Implementation, Austin, Tx
- Member Chihuahuan Desert Climate Collaborative member, El Paso, Tx 2025

# Educational background:

- University of Kansas, Lawrence, Ks Professorial Architecture Degree 1972
- Lecturer Art/Archit Studies Europe, Asia, Middle East, 2010-2018 summers
- Educational Architectural studies in Europe, Asia, Africa, South America.
- **Spanish Language** immersion courses in Zacatecas, Mexico su. 2002, &2004, Morelia 2005, Oaxaca, and Mexico City, Mexico, winters 2006-2010.
- Winter art studies Jan. 2010- Mexico City, Oaxaca Mexico.
- Faculty Lecturer Australian Architecture Student studies Turkey Su 2011
- Faculty sponsor European Architectural Studies Su 2009-2016
   Wiley Publication review "Architectural History from a Global Perspective" & "Becoming Green: Integrating Sustainability into Art and Architectural Design"

# Professional Involvement:

- Adjunct Prof. Architecture, Tx Tech Univ College of Architecture El Paso
- Adjunct Faculty Engineering Design Graphics, Civil Engineering Dept. UTEP
- Sabbatical Middle Eastern-West Asian academic sabbatical Fall 2011
- Faculty rep and co-author US Dept of Energy Solar Decathlon competition Joint venture epcc architt. students/utep dept. of engineering SD2013, US DOE Calif.
- University of Texas at El Paso, "Continuing education Courses"- lecturer

# Quaifications: Tenured Professor Emeritus Architecture

- Private Architectural Practice. Professional experience in all phases of Architecture, consulting and construction; private firms in Kansas City, Mo.; experience with El Paso architectural firms. Commercial and multi-residential design projects; professional consulting services in Texas and NM
- 30 years of Academic college teaching experience in architecture, interior design, art and art history
- Architecture Discipline Coordinator for EPCC
- Recipient of Minnie Piper Stevens Professorship Award, EPCC Tx 2013-14
- Recipient State of Texas NISOD Professor Award, U T Austin, May 2014.
- Guest lecturer US Architectural history, Beijing Univ. Archit School 2011
- Juror-Critic Design Architecture critique, Univ. of Vienna, Austria Su. 2016
- Private Artist Jewelry Design, Gorski Gemology Associates
- Contributor **Casas por Cristo** Housing, Cd Juarez, Mx
- Contributor Mata Ortiz, Chih, Mx water distribution, electric power distribution. 05/01/2025

- Southwest Institute, Lecturer, licensed Interior Designer, Texas, 2003
- Expert Witness Architectural and Construction Cods and Laws Texas and NM.
- Established a joint articulation agreement between Texas Tech Univ College of Architecture and El Paso Community College - implemented Aug. 2017 -2025 establishing a joint 4 year Bach. of Archit Degree in El Paso
- Architectural tour dir: US & Australian architecture studies Turkey, Su 2011
- Grant faculty member co-author: secure for EPCC thru dept. of education a \$5.9 million STEM grant to increase the no. of Hispanic licensed architects in Texas awarded Sept. 2011.
- Personal: Travels and studies thru over 104 countries with objective of *continued promotion of the "arts, architecture, Design education and cultural studies"* <u>Texas Architect</u> \*\*topic of the Jan/Feb issue", magazine bringing a <u>4 yr. Bachelors of</u> <u>Science in Architecture program to El Paso.</u>





Legislation Text

# File #: 25-648, Version: 1

# CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

# DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below. No Title's, No emails. Please use ARIAL 10 Font. Members of the City Council, Representative Cynthia Boyar Trejo, (915) 212-0004

### AGENDA LANGUAGE:

*This is the language that will be posted to the agenda. Please use ARIAL 11 Font.* Margie Aguilar to the Ethics Review Commission by Representative Cynthia Boyar Trejo, District 4.

City Clerk's O	Appointment Form				
Appointing Office	Cynthia Boyar Trejo, District 4				
Agenda Placement	Consent				
Date of Council Meeting	05/28/25				
Name of Board	Ethics Review Commission				
	Agenda Posting Language				
Appointment of Margie Aguilar Boyar Trejo, District 4.	to the Ethics Review Commission by Representative Cynthia				
Appointment Type	Regular				
	Member Qualifications				
Nominee Name	Margie Aguilar				
Nominee Email Address					
Nominee Residential Address					
Nominee Primary Phone Number					
Residing District	District 3				
City Employed Relatives	N/A				
	Board Membership				
N/A					
	Real estate owned in El Paso County				
Previous Appointee	Mark-Thomas Bray				
Reason for Vacancy	Term Expired				
Date of Appointment	05/28/25				
Term Begins On	02/21/25				
Term Expires On	02/20/27				
Term	First Term				

# Dr. Margie Aguilar

#### ~ COMPLIANCE, ACCREDITATION, & CAMPUS MANAGEMENT

#### AREAS OF EXPERTISE

Supervisory experience of 100 + employees

**Business Operations Management** 

Accreditation Coordinator

Experienced presenter

Excellent people skills

Trainer and Coach

Public Relations

**Highly skillful and instinctive professional** with extensive knowledge in accreditation, curriculum development, research, hiring practices, evaluation of program effectiveness, public relations, and reporting. Skilled in the preparation of program applications and reports for the state, accrediting body, Department of Education, and Texas Higher Education Coordinating Board. Experienced in the preparation of bids to agencies. Accreditation leader which led to exceptionally high ratings in audits for over 25 years. Quantifiable strengths in leadership, supervision, and campus management. Have maintained a culture of high ethical standards among all employees and students.

- · Ability to multitask and work effectively under pressure
- Outstanding written and verbal communication, bilingual
- Excellent relationship builder with success in strong teamwork

#### **PROFESSIONAL EXPERIENCE**

#### WESTERN TECHNICAL COLLEGE | 2015-PRESENT

#### **Campus President-Branch Campus**

- Oversight of the overall operation of the Branch Campus
- Hire and evaluate Program Directors for all programs, the Distance Education Administrator, and staff
- Monitor student satisfaction through surveys and classroom evaluations
- Ensure that Program Directors, faculty, and staff are up to date with required training
- Monitor all supervisors' annual budgets and plans
- Monitor Program Advisory Committee (PAC) meetings
- Provide for the safety of students and employees
- · Ensure that staff, faculty, and students display ethical behavior and conduct themselves with integrity
- Responsible for student retention
- Ensure that the campus complies with accreditation standards and all other regulations
- Monitor that program outcomes are met
- Oversee the preparation and compliance of reports for the accrediting body and other regulators

### WESTERN TECHNICAL COLLEGE | 2013-2015

#### Program Director for Business Administration Program

- Responsible for oversight of the Business Administration & Management Program
- Hired and evaluated faculty for the business program
- Monitored lesson plans, training aids, and competencies
- Ensured that staff, faculty, and students displayed ethical behavior and conducted themselves with integrity
- Assured that faculty were up to date with required training
- Prepared and monitored the budget and annual plan
- Scheduled courses for students and faculty
- Assisted in the planning of the Program Advisory Committee (PAC)
- Provided for the safety of students and faculty
- Responsible for student retention
- Prepared and monitored business program curriculum
- Ordered appropriate supplies for students and faculty
- Conducted student and faculty surveys
- Trained and monitored faculty using the LMS
- Prepared and conducted customized training

#### INTERNATIONAL BUSINESS COLLEGE | 2008–2013

#### **President/Campus Director**

- Responsible for the campus management of two locations
- Implemented and monitored policies and procedures
- Provided leadership and direction to all departments and employees
- Responsible for meeting all regulatory requirements
- Ensured that staff, faculty, and students displayed ethical behavior and conducted themselves with integrity
- Curriculum development and research of new program opportunities
- Scheduling of courses for students and faculty
- Responsible for the preparation of self-study for renewal of accreditation
- Team leader for the accrediting body conducting visits and reviews for other schools
- Assured that the building and property met all safety, health, and fire requirements
- Preparation of program applications for all regulating entities
- Responsible for hiring, evaluating, and terminating personnel
- Responsible for responding to TWC claims
- Responsible for complaint research, monitoring, and resolution
- Responsible for public relations in the community
- Participation in committees and meetings internally and externally
- Responsible for professional awareness and growth among faculty
- Directly supervised consultants who provided contract services
- Provided academic advising to students
- Monitored program effectiveness and implemented changes for improvement
- Managed placement, admissions, and retention; established baselines
- Trainer and coach for all personnel
- Prepared all required regulatory reports for TWC, ACICS, IPEDS, and THECB
- Negotiation of contracts, insurance, and product purchase
- Prepared RFP's and RFQ's for Upper Rio Grande

#### **INTERNATIONAL BUSINESS COLLEGE | 1995-2008**

#### Vice-President

- Responsible for the campus management of two locations
- Created Quality Management Reporting
- Responsible for hiring, evaluating, and terminating of personnel
- Ensured that staff, faculty, and students displayed ethical behavior and conducted themselves with integrity
- Accreditation Coordinator, prepared program applications for approval
- Prepared all required regulatory reports for TWC, ACICS, IPEDS, and THECB
- Maintained excellent student retention rates
- Responsible for customer surveys and customer satisfaction
- Evaluation of all personnel
- Trainer and coach for all personnel
- Negotiation of contracts, insurance, and product purchase
- Control of inventory and textbook purchasing

#### **INTERNATIONAL BUSINESS COLLEGE | 1981-1995**

#### School Director, Education Assistant, Instructor, Tutor, Attendance Clerk

- Provided academic advising to students
- Scheduled over 800 students and faculty in appropriate courses
- Organized and scheduled all educational functions
- Served as an instructor for over 5 years
- Assisted Education Director with administrative duties
- Responsible for hiring, terminations, and file maintenance
- Served as registrar and accreditation coordinator

#### EDUCATION

# AMERICAN COLLEGE OF EDUCATION DOCTOR OF EDUCATION IN LEADERSHIP

WEBSTER UNIVERSITY MASTER'S IN COUNSELING

HOWARD PAYNE UNIVERSITY BACHELOR'S DEGREE IN BUSINESS MANAGEMENT

EDUCATIONAL HONORS

#### SUMMA CUM LAUDE

**PROFESSIONAL ACTIVITIES** 

Board Member for the Career Colleges and Schools of Texas, Officer

Board Member for the Better Business Bureau, Officer

Former Board Member/Officer for Rural Schools Education Program under Texas State Board of Education Representative District 1

Former Advisory Board Member for the District Educational Improvement Council for YISD

Past President of the El Paso Association of Career Colleges and Schools

#### Past Board Member and Treasurer for Latinas 100 Association

3 | Page



Legislation Text

# File #: 25-619, Version: 1

# CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

# DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below. No Title's, No emails. Please use ARIAL 10 Font.

All Districts Tax Office, Maria O. Pasillas, (915) 212-0106

#### AGENDA LANGUAGE:

*This is the language that will be posted to the agenda. Please use ARIAL 11 Font.* 

That the tax refunds listed on the attachment posted with this agenda be approved. This action would allow us to comply with state law which requires approval by the legislative body of refunds of tax overpayments greater than \$2,500.00. (See Attachment A).

# CITY OF EL PASO, TEXAS AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM

DEPARTMENT:

AGENDA DATE:

PUBLIC HEARING DATE:

CONTACT PERSON NAME:

PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBGOAL:

SUBJECT:

**BACKGROUND / DISCUSSION:** 

#### **COMMUNITY AND STAKEHOLDER OUTREACH:**

**PRIOR COUNCIL ACTION:** 

AMOUNT AND SOURCE OF FUNDING:

### **REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

NAME	AMOUNT (\$)

#### 

**DEPARTMENT HEAD:** 

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

# TAX REFUNDS OVER \$2,500 May 28, 2025

- Charlie Clark Nissan El Paso, in the amount of \$15,518.24, made an overpayment on October 22, 2024 of 2024 taxes. (Geo. #18PP-999-9246-6050)
- George S Bilbro DDS., in the amount of \$4,867.78, made an overpayment on February 03, 2025 of 2024 taxes. (Geo. #0368-999-6015-0000)
- 9828 Montana LLC, in the amount of \$ 9,088.28, made an overpayment on January 31, 2024 of 2023 taxes. (Geo. #S231-999-0230-9100)
- Corelogic, in the amount of \$ 5,329.03, made an overpayment on December 18, 2024 of 2024 taxes. (Geo. #S373-999-002A-0100)

Maria O. Papillas

Maria O. Pasillas, RTA Tax Assessor Collector

Laura D. Prine City Clerk

22	ARIA O. PASILLAS, RTA PASO TAX ASSESSOR CC 21 N. KANSAS, STE 300 EL PASO, TX 79901 : (915) 212-0107 Email: tax	DLLECTOR APR	= OFFICE EIVED 2 4 2025
		Geo No.	Prop ID
		18PP-999-9246-6050	678984
		Legal Description of the P	roperty
		DEALER MOTOR VEH INV	P140179
MIREYA BENAVIDES 413 N ED CAREY DR HARLINGEN , TX 78550	,	1831 JOE BATTLE BLVD	
HARLINGEN, IA 76550	opV	OWNER: CHARLIE CLARK	NISSAN EL PASO
	+2500	2024 OVERAGE AN	10UNT \$15,518.24

### 1: CITY OF EL PASO, 6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER, 9: SOCORRO ISD

#### Dear Taxpayer:

Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage/title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c). Governing body approval is required for refunds in excess of \$2500.

	APPLICATION FOR PROPERT	ГҮ ТАУ	K REFUND:	This application must be	completed, signed, and	d submitted with supp	orting documentation to be valid.
	Step 1. Identify the refund	Who s	should the rea	fund be issued to:			<b>的问题,我们的问题,我们</b>
	<b>recipient.</b> Show information for	Name	Charl	ie Clark N?	ssan El P	a50	
	whomever will be receiving	Addre	ss: 413	NEA Care	y Dr		
	the refund.			tarlingen -	TX 7855	()	
		Daytin	ne Phone No	(956) 299-1	749		Mireua.benavides Ecclarta
	Step 2. Provide payment	Payme	ent made by:		Check No.	Date Paid	Amount Paid
1	information. Please attach copy of cancelled	Electi	onic Check		CC006283956	10/22/2024	\$19,123.49
	check, original receipt, online				1		
	payment confirmation or						
	bank/credit card statement.	Dlaasa	chack one o	TOTAL AMOUN f the following:	T PAID (sum of the	e above amounts)	
	Step 3. Provide reason for this refund.	Flease					
	Please list any accounts and/or		I paid this a	ccount in error and I am	entitled to the refun	d.	
	years that you intended to pay	$\checkmark$	I overpaid t	his account. Please refur	id the excess to the a	address listed in Ste	p1. V
	with this overage.		I want this p	payment applied to next	year's taxes.		
	0 a clobe		This payme	nt should have been app	lied to other tax acco	ount(s) and/or year(	(s), escrow (listed below):
1	mc 50105						
/	Step 4. Sign the form.	By sig	ning below,	I hereby apply for the re	fund of the above-de	escribed taxes and c	ertify that the information I
		have g	of a Class A	form is true and correct. misdemeanor or a state	( If you make a fals	se statement on this e Texas Penal Code	application, you could be found Sec. 37.10.)
	be processed.	1	1				
	MAY 0 5 2025	SIGN	TURE OF I	REQUESTOR (REQUIR		RINTED NAME &	DATE
	Peril 028	/	Vd 1	the	$\Gamma$	Nineua Be	navides 4/17/25
	Accerded fol		0-0			0	
	TAX OFFICE USE ONLY:	VA	nproved	Denied By:	41.4	Date:	5-7-25 V
	The office out office.	<u> </u>	-PProvod				164

F - 7	=	TAX OFFI RECEIVE	
CITY OF EL PA 22	RIA O. PASILLAS, R ASO TAX ASSESSOR 1 N. KANSAS, STE 30 EL PASO, TX 79901 (915) 212-0107 Email:	COLLECTOR	020
		<b>Geo No.</b> 0368-999-6015-0000	<b>Prop ID</b> 420913
		Legal Description of the Pr CMP FURN MACH	
BILBRO GEORGE S - DR PO BOX 4626 EL PASO , TX 79914-4626		5555 N MESA ST-400	
	0P /	OWNER: BILBRO GEORGE	S - DR
		2024 OVERAGE AN	10UNT \$4,867.78

1: CITY OF EL PASO, 3: EL PASO ISD, 6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER

#### Dear Taxpayer:

Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage/title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c). Governing body approval is required for refunds in excess of \$2500.

APPLICATION FOR PROPER	TY TAX REFUND: This application must be	completed, signed, and	l submitted with suppor	rting documentation to be valid.	
Step 1. Identify the refund	Who should the refund be issued to:				
recipient. Show information for	Name: George S. Bill	pro DDS		/	
whomever will be receiving	Address: 416 Lindbergh	Ave.	5		
the refund.	City, State, Zip: El Paso, Ty	19932		V	
	Daytime Phone No.: 915 526	2160	E-Mail Address:		
Step 2. Provide payment	Payment made by:	Check No.	Date Paid	Amount Paid	
<b>information.</b> Please attach copy of cancelled	Check Payment	39305	02/03/2025	\$7,533.88	
check, original receipt, online					
payment confirmation or bank/credit card statement.	TOTAL AMOUNT	T DAID (sum of the	abova amounta)		
Step 3. Provide reason for	Please check one of the following:	T PAID (sum of the	e above amounts)		
this refund.	I paid this account in error and I am	entitled to the refun	d.		
Please list any accounts and/or years that you intended to pay	I overpaid this account. Please refund the excess to the address listed in Step 1.				
with this overage.	I want this payment applied to next year's taxes.				
	This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):				
Step 4. Sign the form. Unsigned applications cannot be processed.	By signing below, I hereby apply for the re have given on this form is true and correct. guilty of a Class A misdemeanor or a state	. ( If you make a false jail felony under the	se statement on this a e Texas Penal Code,	application, you could be found Sec. 37.10. )	
$\varphi$	SIGNATURE OF REQUESTOR (REQUI	RED) PF	RINTED NAME & I	DATE 04/22/2025	
Mey 120120	ASBILLO DDS	6	searce S.	DATE 04/22/2025 Bilbro DJ	
			8		
TAX OFFICE USE ONLY:	Approved Denied By:	Hild.	Date:	4-28-25	
				16	

-	. [	
1	OP V	
		2.2.2

CONSOLIDATED TAX OFFICE 221 N. Kansas, Suite 300 El Paso, Texas 79901 Phone (915) 212-0106, Fax (915) 212-0108

TAX OFFICE RECEIVED

MAY 0 5 2025

# APPLICATION FOR TAX REFUND

The Consolidated Tax Office collects property taxes for all eligible property taxing entities within El Paso County.

PPLICANT MUST PF	OVIDE THE FOLLOW	ING INFORMAT	FION:		5231-0	199-0230-910
			Phone: 915-779-5740 номе work		Property ID# (One application per account) 32.8897	
Address (mail refund 8201 Lock EL Paso, T>	HEED DR. STE	235	operty Addres and/or egal Descriptio	70001	nowth so Tx	79925
Tax year requested:	Date payment , made:	Check No. kno	wn:	Amount of t paid:		Amount of refund requested:
2023	01/31/2024	5319	01/16/24	39,514,25	•	9,088.28 V
<u>1</u>	TOTAL AMOUN	(sum of the at	ove amounts) (C	39,514,78		9,088, 28 uired if over \$2,500)
"I certify that infor Requestor signature Prínted name:	By Mistal mation given to obj e:M		n	Date: ()<	NAGER	
(2) Imprisonment up to o	ne year, or fine not over \$2 the date of the pa (V REFUND APPROV	yment or the taxpa	yer waives the righ	it to the refund (Sec.	31.11 (c)).	st be made within 3 years al
Tax Office Approval:	Inec.	518/2	5		Date:	5-7-25
() Record of ove		s property.		() See below/a Other) not submitted.		

0P V +2500

#### THE CITY OF EL PASO CONSOLIDATED TAX OFFICE 221 N. Kansas, Suite 300



APR 16 2025

El Paso, Texas 79901 Phone (915) 212-0106, Fax (915) 212-0108, Email: taxforms@elpasotexas.gov

			TION FOR T				
	olidated Tax Office col		taxes for all elig	ible propert	y taxing entiti	es within El F	Paso County.
	IDE THE FOLLOWING INF						
Refund To:		Phone:	77 440 070	7	Property ID#	(One application p	per account)
CORELC	)GIC 🗸	110111	77-442-279 xt #191638	17	S37399	99002A01	100
					PID# 3	19353	
Address (mail refund to		Property Addr		spada D	r EL Pas	o Texas 7	79922
P.O.Box 92	05	And/or	2-A SIERRA	DEL SOL F	REPLAT B P	T OF 1 BEG	32' S OF NWC
Coppell Ix	75019-9710	19.58 F	T ON ST- 117.	45 FT ON	SLY- 19.52	FI ON WLY	- 117.45 FT ON NLY)
Tax year requested:	Date payment made:	Check No. & I	Date, if known:	Amount of t	axes paid:	Amount of	f refund requested:
<b>1</b> . 2024 1sr	12/1/2024	20241217B6E7H	HU1R014976	\$5329.03		5329.03	
2.							
3.							1
	TOTAL AMOU	NT (sum of the	above amounts)	5329.03		5329.03	V
				(	City Council ap	proval require	d if over \$2,500)
			inal receipt, fron				
	bank statement s	howing item	cleared (both the	e bank & ta	xpayer name	must appear	
REASON FOR OV							
	on incorrect parcel that is not se						
	s payment be refunded back to					e tax receipt snowi	ng whom made the payment
This parcel was added to	the loan in error and CoreLogic	does not service r	nor have interest in this	parcel under a	ny of our clients.		
"I certify that info	ormation given to obt	ain this refur	nd is true and c	orrect."			
RAND	YKING				Date:	04/16/2025	
Requestor signat	ure:						
Ray	rdy King					Funds mo	Imt Recovery Rep
,	T. I					r ando mg	intercoordery reep
Printed name:					Title:		1
A	ny person knowingly submit	ting false entries	s is subject to: (1) Im	prisonment o	f 2 to 10 years, o	or \$5,000 fine, o	r both.
(2) Imprisonment u	ip to one year, or fine not of the date of th		th. (Sec 37.10 Penal e taxpayer waives th				ade within 3 years after
		IND APPROVE	and the second se				
TAX OFFICE Entry:			.0				1
Tax Office Approval:		N	12.			Date:	5-2.25
enic	515125					Date:	
	ncil Agenda over \$2,50						
( ) DISAPPROVE		rned to sende		see below/a			
	documentation (Tax r			Statement,	or Other) no	t submitted.	
	f overpayment not fou						
( ) Property ( ) Other:	not found as identified	d, resubmit af	ter correction.				
100 (	1 2025						
APR 3							
Receit	+2-80P-1						
Application for Tax Refund-We	oVer						01/19/2023

V

# ATTACHMENT A TAX REFUNDS OVER \$2,500 May 28, 2025

- Charlie Clark Nissan El Paso, in the amount of \$15,518.24, made an overpayment on October 22, 2024 of 2024 taxes. (Geo. #18PP-999-9246-6050)
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Maria O. Papillas

Maria O. Pasillas, RTA Tax Assessor Collector

Laura D. Prine City Clerk



Legislation Text

# File #: 25-629, Version: 1

# CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

# DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below. No Title's, No emails. Please use ARIAL 10 Font.

All Districts City Manager's Office, Bonnie Cordova, (915) 212-1092

#### AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

For notation only, Special Projects, Discretionary fund expenditures, and P-Card Transactions for the period of March 21, 2025 - April 20, 2025 for Mayor, City Council Representatives, City Attorney's Office, City Manager's Office and staff.

# CITY OF EL PASO, TEXAS AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM



**DEPARTMENT:** City Manager's Office

**AGENDA DATE: 5/28/25** 

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Bonnie Cordova

2nd CONTACT PERSON NAME:

**PHONE NUMBER: (915)212-1092** 

PHONE NUMBER:

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL:

# 6. Set the Standard for Sound Governance and Fiscal Management

SUBGOAL:

### SUBJECT:

For notation only, Special Projects, Discretionary fund expenditures, and P-Card Transactions for the period of March 21, 2025 – April 20, 2025 for Mayor, City Council Representatives, City Attorney's Office, City Manager's Office and staff.

#### BACKGROUND / DISCUSSION:

Per FY 2025 Budget Resolution, all Special Projects, Discretionary and P-Card transactions will be posted monthly to the City Council Agenda for notation and to the City's website to include the Mayor, City Council Representatives, City Attorney's Office, City Manager's Office and staff expenditures under this section shall adhere with all relevant city and state laws and policies.

#### COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

### **PRIOR COUNCIL ACTION:**

N/A

# AMOUNT AND SOURCE OF FUNDING:

N/A

# **REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

N/A

NAME	AMOUNT (\$)

**DEPARTMENT HEAD:** 

Bonnie Cordova

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	AMOUNT	DESCRIPTION
CITY ATTORNEY	Garcia Sandra	Southwes	3/19/2025	\$ 323.9	For JSG to attend the Land use seminar, last minute change to replace RTA attendance. Approved by KMN
CITY ATTORNEY	Garcia Sandra	Tx Oag Open Records	3/20/2025	\$ 5.0	to upload ORR for AG opinion
CITY ATTORNEY	Garcia Sandra	Tx Oag Open Records	3/20/2025	\$ 5.0	to upload ORR for AG opinion
CITY ATTORNEY	Garcia Sandra	Tx Oag Open Records	3/21/2025	\$ 7.5	To submit for AG opinion regarding an ORR
CITY ATTORNEY	Garcia Sandra	Tbis	3/25/2025	\$ 200.0	for attorney Larry Phifer to renew Texas Board of Legal Specialization Certification
CITY ATTORNEY	Garcia Sandra	Ut Cont Legal Educ	3/26/2025	\$ 695.0	Registration for Mr. Gonzalez to attend the Land Use Seminar in Austin.
CITY ATTORNEY	Garcia Sandra	Amer Assoc Notaries	3/27/2025	\$ 141.8	For Paralegal to have Public Notary renewed for use of Transactional matters. 7
CITY ATTORNEY	Garcia Sandra	24th Annual Administra	3/28/2025	\$ 796.9	For Administrative staff to attend the 24th Annual Administrative Professional conference for April 23
CITY ATTORNEY	Garcia Sandra	24th Annual Administra	3/28/2025	\$ 584.7	For Administrative staff to attend the 24th Annual Administrative Professional conference for April 24. done in sets of 3 to get discount
CITY ATTORNEY	Garcia Sandra	24th Annual Administra	3/28/2025	\$ 584.7	For Administrative staff to attend the 24th Annual Administrative Professional conference for April 24
CITY ATTORNEY	Garcia Sandra	Strafford Publications	4/1/2025	\$ 297.0	For KS to attend HR related seminar to continue to be on top of new laws and regulations to assist with City Legal matters.
CITY ATTORNEY	Garcia Sandra	Southwes	4/3/2025	\$ 425.3	For OG to attend Bond Law Boot Camp in KC, MO
CITY ATTORNEY	Garcia Sandra	National Association O	4/4/2025	\$ 895.0	For OG to attend NABL conference in May 2025
CITY ATTORNEY	Garcia Sandra	Ut Cont Legal Educ	4/8/2025	\$ 795.0	For attorney JF to attend Land Use Webinar remotely.
CITY ATTORNEY	Garcia Sandra	Ac Marriott Austin	4/9/2025	\$ 339.3	Partial charge after cancellation policy for JG cancellation.

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	AMOUNT	DESCRIPTION
CITY ATTORNEY	Garcia Sandra	Ac Marriott Austin	4/11/2025	\$ 525.44	For Attorney JG hotel to attend Land Use Seminar in Austin
					For Attorneys to be registered as members of the El Paso Texas Bar Association
CITY ATTORNEY	Garcia Sandra	Ep Bar Assoc	4/15/2025	\$ 76.05	For Attorneys to be registered as members of the El Paso Texas Bar Association
CITY ATTORNEY	Garcia Sandra	Ep Bar Assoc	4/15/2025	\$ 65.00	
CITY ATTORNEY	Garcia Sandra	Ep Bar Assoc	4/15/2025	\$ 65.00	For Attorneys to be registered as members of the El Paso Texas Bar Association
CITY ATTORNEY	Garcia Sandra	Ep Bar Assoc	4/15/2025	\$ 65.00	For Attorneys to be registered as members of the El Paso Texas Bar Association
					For Attorneys to be registered as members of the El Paso Texas Bar Association
CITY ATTORNEY	Garcia Sandra	Ep Bar Assoc	4/15/2025	\$ 65.00	For Attorneys to be registered as members of the El Paso Texas Bar Association
CITY ATTORNEY	Garcia Sandra	Ep Bar Assoc	4/15/2025	\$ 65.00	
CITY ATTORNEY	Garcia Sandra	Ep Bar Assoc	4/15/2025	\$ 65.00	For Attorneys to be registered as members of the El Paso Texas Bar Association
CITY ATTORNEY	Garcia Sandra	Ep Bar Assoc	4/15/2025	\$ 65.00	For Attorneys to be registered as members of the El Paso Texas Bar Association
CITY ATTORNEY	Garcia Sandra	Ep Bar Assoc	4/15/2025	\$ 65.00	For Attorneys to be registered as members of the El Paso Texas Bar Association
					For Attorneys to be registered as members of the El Paso Texas Bar Association
CITY ATTORNEY	Garcia Sandra	Ep Bar Assoc	4/15/2025	\$ 65.00	For Attorneys to be registered as members of the El Paso Texas Bar Association
CITY ATTORNEY	Garcia Sandra	Ep Bar Assoc	4/15/2025	\$ 65.00	
CITY ATTORNEY	Garcia Sandra	Ep Bar Assoc	4/15/2025	\$ 65.00	For Attorneys to be registered as members of the El Paso Texas Bar Association
CITY ATTORNEY	Garcia Sandra	Ep Bar Assoc	4/15/2025	\$ 65.00	For Attorneys to be registered as members of the El Paso Texas Bar Association
CITY ATTORNEY	Garcia Sandra	Ep Bar Assoc	4/15/2025	\$ 65.00	For Attorneys to be registered as members of the El Paso Texas Bar Association

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	AMOUNT	DESCRIPTION
CITY ATTORNEY	Garcia Sandra	Ep Bar Assoc	4/15/2025	\$ 65.00	For Attorneys to be registered as members of the EI Paso Texas Bar Association
CITY ATTORNEY	Garcia Sandra	Ep Bar Assoc	4/15/2025	\$ 65.00	For Attorneys to be registered as members of the El Paso Texas Bar Association
		· · · ·			For Attorneys to be registered as members of the El Paso Texas Bar Association
CITY ATTORNEY	Garcia Sandra Garcia Sandra	Ep Bar Assoc	4/15/2025	\$ 65.00 \$ 65.00	For Attorneys to be registered as members of the El Paso Texas Bar Association
CITY ATTORNEY	Garcia Sandra	Ep Bar Assoc	4/15/2025	\$ 65.00	For Attorneys to be registered as members of the El Paso Texas Bar Association
CITY ATTORNEY	Garcia Sandra	Ep Bar Assoc	4/15/2025	\$ 65.00	For Attorneys to be registered as members of the EI Paso Texas Bar Association
CITY ATTORNEY	Garcia Sandra	Ep Bar Assoc	4/15/2025	\$ 65.00	For Attorneys to be registered as members of the El Paso Texas Bar Association
CITY ATTORNEY	Garcia Sandra	Southwes	4/16/2025	\$ 851.86	for atty MS to attend IMLA Mid-Year Seminar
CITY ATTORNEY	Garcia Sandra	Py *international Municip	4/16/2025	\$ 525.00	for MS to learn methods and strategies in defending 1983 cases, use of force cases, employment law cases to be able to defend hard cases in litigation for the City of El Paso
CITY ATTORNEY	Garcia Sandra	Epshrm	4/19/2025	\$ 105.00	for atty to attend Kemp SMith (in-person seminar downtown El Paso/no travel – SH)
CITY ATTORNEY	Garcia Sandra	Epshrm	4/19/2025	\$ 105.00	for atty to attend Kemp SMith (in-person seminar downtown El Paso/no travel – KS)
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	3/20/2025	\$ 7.50	Fee for uploading documents to the AG.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	3/25/2025	\$ 7.50	Fee for uploading documents to the AG.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	3/25/2025	\$ 7.50	Fee for uploading documents to the AG.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	3/26/2025	\$ 7.50	Fee for uploading documents to the AG.

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	AMOUNT	DESCRIPTION
			0/07/0005		Fee for uploading documents to the AG.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	3/27/2025	\$ 7.50	
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	4/1/2025	\$ 7.50	Fee for uploading documents to the AG Portal.
					Fee for uploading documents to the AG portal.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	4/2/2025	\$ 7.50	
					Fee for uploading documents to the AG portal.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	4/2/2025	\$ 7.50	
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	4/3/2025	\$ 7.50	Fee for uploading documents to the AG,
			4/3/2023	φ 1.50	
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	4/7/2025	\$ 7.50	Fee for uploading documents to the AG.
					Fee for uploading documents to the AG.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	4/8/2025	\$ 7.50	
					Fee for uploading documents to the AG portal.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	4/8/2025	\$ 7.50	
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	4/8/2025	\$ 7.50	Fee for uploading documents to the AG.
					Fee for uploading documents to the AG portal.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	4/9/2025	\$ 7.50	
					Fee for uploading documents to the AG.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	4/10/2025	\$ 5.00	
CITY ATTORNEY	Soott Polindo	Ty Ong Open Reports	4/11/2025	\$ 7.50	Fee for uploading documents to the AG portal.
	Scott Belinda	Tx Oag Open Records	4/11/2025	\$ 7.50	
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	4/11/2025	\$ 7.50	Fee for uploading documents to the AG portal.
					Fee for uploading documents to the AG portal.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	4/14/2025	\$ 7.50	
					Fee for uploading documents to the AG portal.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	4/14/2025	\$ 7.50	

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	AMOUNT	DESCRIPTION	
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	4/15/2025	\$ 7.50	Fee for uploading documents to the AG portal.	
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	4/15/2025	\$ 7.50	Fee for uploading documents to the AG portal.	
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	4/16/2025	\$ 7.50	Fee for uploading documents to the AG portal.	
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	4/16/2025	\$ 7.50	Fee for uploading documents to the AG portal.	
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	4/17/2025	\$ 7.50	Fee for uploading document to the AG portal.	
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	4/17/2025	\$ 7.50	Fee for uploading documents to the AG portal.	
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	4/17/2025	\$ 7.50	Fee for uploading documents to the AG.	
CITY MANAGER	Argumedo Angel	Southwes	3/19/2025	\$ 481.34	Flight for Robert Cortinas to go GFOA Annual Conference	
CITY MANAGER	Argumedo Angel	Samsclub #6502	4/14/2025	\$ 95.84	Light snacks and paper products for City Council meeting. Council meetings often extend into the	
CITY MANAGER	Cruz-Acosta Laura	Rev.Com	3/21/2025	\$ 51.92	Subtitles and captions for City TV programming.	
CITY MANAGER	Cruz-Acosta Laura	Rev.Com	3/21/2025	\$ 12.98	Subtitles and captions for CityTV programming .	
	Cruz-Acosta Laura	Rev.Com	3/28/2025	\$ 51.92	Subtitles and captions for City TV programming.	
					Subtitles and captions for City TV programming.	
	Cruz-Acosta Laura	Rev.Com	4/4/2025	\$ 45.43	Electronic newsletter program used for community outreach of City programs and services.	
CITY MANAGER	Cruz-Acosta Laura	Eig	4/7/2025	\$ 628.00	Subtitles and captions for City TV programming.	
CITY MANAGER	Cruz-Acosta Laura	Rev.Com	4/11/2025	\$ 45.43	Online program used for media and community outreach of City programs and services.	
CITY MANAGER	Cruz-Acosta Laura	Zoom.Com 888-799-9666	4/11/2025	\$ 15.99		

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	AMOU	INT	DESCRIPTION
CITY MANAGER	Cruz-Acosta Laura	Rev.Com	4/18/2025	\$	38.94	Subtitles and captions for City TV programming.
CITY MANAGER	Cruz-Acosta Laura	Facebk *k5j5lpguk2	4/20/2025	\$	193.00	Promotion of Chime In Survey and Workshops on Social Media.
CITY MANAGER	Monsivais Rosa Maria	Spectrum Technologies	3/20/2025	\$	225.00	Ordered Buisiness Cards for the new DCM's- AraceliGuerra, Richard Bristol, Nicole Cote, Yvette Hernanadez & for CFO Robert Cortinas
DISTRICT 01	Johnson Theresa	Canva* 04463-32619390	3/22/2025	\$	120.00	Subscription for use of creating professional images, newsletter, fliers, and other templates related to social media advertising.
DISTRICT 02	Carlos Diego	J Crew Factory.Com	4/1/2025	\$	53.63	Office uniforms.
DISTRICT 02	Carlos Diego	Mailchimp	4/3/2025	\$	26.50	newsletter service
DISTRICT 02	Carlos Diego	Canva* I04475-73644144	4/3/2025	s	14.99	graphic design software
DISTRICT 02	Carlos Diego	City Of El Paso - Ecm	4/17/2025	\$	271.27	Sponsorship of parade for Zavala Elementary
DISTRICT 03	Maldonado-Rocha Deanna	Eia	4/5/2025	s	56.00	Monthly charge for email distribution service for D3 office newsletter.
DISTRICT 03	Maldonado-Rocha Deanna	Wm Supercenter #512	4/8/2025	\$	70.36	Screen projector is for our bi-weekly community meetings to show presentations to constituents
DISTRICT 03	Maldonado-Rocha Deanna	Py *sizzling Platter Corp	4/14/2025	s	45.43	To provide pizza for the JROTC Students at Hanks High School in honor of the Month of the Military Child, an initiative supported by the Purple Star Program
DISTRICT 03	Maldonado-Rocha Deanna	Canva* 104486-65828070	4/14/2025	\$	12.99	Monthly charge for graphic design making service for D3 office
			3/20/2025	\$	21.32	Mailchimp needed for promotion and information distribution to District 4 constituents.
DISTRICT 04	Trejo Cynthia	Mailchimp				Banner used for District 4 meetings and other city related events.
DISTRICT 04	Trejo Cynthia Trejo Cynthia	Universal Graphics	4/3/2025	\$	165.00 75.00	Banner used for promotion during district community meetings and other city related events.

CARDHOLDER	VENDOR	TRAN DATE	AMOUNT	DESCRIPTION
Trejo Cynthia	Sq *el Paso Mail & Print	4/11/2025	\$ 364.12	Banner used for promotion at District 4 meetings and city related events. Tax will be reimbursed by the vendor abd reflected on Wells Fargo account.
Trejo Cynthia	Canva* I04483-84321019	4/11/2025	\$ 30.00	Canva used for website and social media promotion.
Trejo Cynthia	Mailchimp	4/20/2025	\$ 21.32	Mailchimp needed for promotion and information distribution.
Fraga Gabriela	Eig	4/14/2025	\$ 22.38	D5 Constant Contact Newsletter monthly fee
Nino Ivan	Costco Whse #0768	4/16/2025	\$ 65.00	D5 annual membership - for office / community events purchase.
Maldonado Mariaelena	Southwes	4/16/2025	\$ 615.96	Travel to Austin to testify at the Texas Transportation Commission meeting on 4.23.2025
				District 8 Office newsletter tool for subscribers.
	Trejo Cynthia Trejo Cynthia Trejo Cynthia Fraga Gabriela	Trejo Cynthia     Sq *el Paso Mail & Print       Trejo Cynthia     Canva* 104483-84321019       Trejo Cynthia     Mailchimp       Fraga Gabriela     Eig       Nino Ivan     Costco Whse #0768       Maldonado Mariaelena     Southwes	Trejo Cynthia     Sq *el Paso Mail & Print     4/11/2025       Trejo Cynthia     Canva* 104483-84321019     4/11/2025       Trejo Cynthia     Mailchimp     4/20/2025       Fraga Gabriela     Eig     4/14/2025       Nino Ivan     Costco Whse #0768     4/16/2025       Maldonado Mariaelena     Southwes     4/16/2025	Trejo Cynthia         Sq *el Paso Mail & Print         4/11/2025         \$ 364.12           Trejo Cynthia         Canva* 104483-84321019         4/11/2025         \$ 30.00           Trejo Cynthia         Canva* 104483-84321019         4/11/2025         \$ 21.32           Trejo Cynthia         Mailchimp         4/20/2025         \$ 21.32           Fraga Gabriela         Eig         4/14/2025         \$ 22.38           Nino Ivan         Costco Whse #0768         4/16/2025         \$ 65.00           Maldonado Mariaelena         Southwes         4/16/2025         \$ 615.96

# CITY COUNCIL SPECIAL PROJECTS OR DISCRETIONARY FUNDS EXPENDITURES

APRIL 2025

DISTRICT	VENDOR	DATE	AMOUNT	DESCRIPTION
DISTRICT 2	Diego Ricardo Carlos	4/4/2025	\$ 87.65	Reimburse ELP Days in Austin



Legislation Text

# File #: 25-639, Version: 1

# CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

# DISTRICT, DEPARTMENT, CONTACT INFORMATION:

*Please choose District and Department from drop down menu. Please post exactly as example below. No Title's, No emails. Please use ARIAL 10 Font.* 

**Districts 2 and 4** Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043 Capital Improvement Department, Gilbert Guerrero, (915) 212-1803

# AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font. Populate the table to maintain proper formatting. Copy and paste the agenda language in the designated area below. You may include more language after the table. Just made sure all posting language is populated between "TITLE" and "END".

The award of Solicitation 2025-0284 Wainwright, Nashville/Byron and Wadsworth Pedestrian Improvements to BLACK STALLION CONTRACTORS, INC. for a total estimated amount of \$845,338.60. The project includes park improvements at Wainwright Park, sidewalk and ramp upgrades along Nashville Avenue and Byron Street, and the installation of directional ramps along Wadsworth Avenue.

Department:	Capital Improvement
Award to:	BLACK STALLION CONTRACTORS, INC.
City & State:	El Paso, TX
ltem(s):	All
Contract Term:	240 Consecutive Calendar Days
Base Bid I:	\$619,756.39
Base Bid II:	\$85,065.11
Base Bid III:	\$140,517.10
Total Estimated Award:	\$845,338.60
Account(s):	471-2400-71240-580270-G7148CD61
	471-2400-71240-580270-G7148CD62
	471-2400-71240-580270-G7148CD63
Funding Source(s):	Community Development Block Grant
District(s):	2 & 4

This was a Low Bid Procurement - unit price contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated

#### File #: 25-639, Version: 1

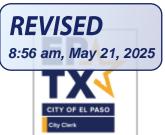
to BLACK STALLION CONTRACTORS, INC., the lowest responsive and responsible bidder.

It is requested that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of this award.

Work under this unit price contract is only an estimated value and will be ordered, performed, invoiced, and paid by measured quantity. The actual cost of this contract may be higher or lower than the total estimated value and will be the sum total of unit prices at the end of the contract term.

As a part of this award, upon the review of the City Attorney, the City Engineer may without further authorization from City Council approve contract changes which are necessary for proper execution of the work and carrying out the intent of the project, which are in accordance with applicable law, do not make changes to the prices and are within the appropriate budget.

# CITY OF EL PASO, TEXAS AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM



DEPARTMENT:	Capital I	Improvement		
	Purchas	ing & Strategic Sourcing		
AGENDA DATE:	May 28,	2025		
PUBLIC HEARING DA	ATE:	NA		
CONTACT PERSON N	NAME:	Gilbert Guerrero, Interim Director of	PHONE NUMBER:	(915)212-1803
		Capital Improvement		
		Claudia A. Garcia, Director of	PHONE NUMBER	(915)212-0043
		Purchasing & Strategic Sourcing		
DISTRICT(S) AFFECT	ED: 2	2 & 4		

#### SUBJECT:

The award of solicitation 2025-0284 Wainwright, Nashville/Byron and Wadsworth Pedestrian Improvements to BLACK STALLION CONTRACTORS, INC., for a total estimated amount of \$845,338.60

#### **BACKGROUND / DISCUSSION:**

The project consists of three base bids. Base Bid I (Wainwright Park Phase II) includes the removal of existing fencing, installation of new sidewalks, a landscaped area with a zip line playground and engineered wood fiber surfacing, a 30' x 30' metal canopy, new trees, shrubs, sod, a rock wall, benches, trash receptacles, a basketball hoop system, resurfacing of the existing court, and a new irrigation system. Base Bid II (Sidewalks and Ramps along Nashville Ave. & Byron St.) involves removing existing corner sidewalks and installing new sidewalks, directional ramps, and a rock wall. Base Bid III (Ramps along Wadsworth Ave.) includes the removal and replacement of 18 directional ramps at nine corners between Olga St. and Sidney.

#### COMMUNITY AND STAKEHOLDER OUTREACH:

A pre-bid meeting was held on February 5, 2025. six (6) suppliers were in attendance

#### **SELECTION SUMMARY:**

Solicitation was advertised on January 28, 2025 and February 5, 2024. The solicitation was posted on City website on January 28, 2025. There were a total forty-one (41) viewers online; Six (6) bids were received; All being from local suppliers.

#### CONTRACT VARIANCE:

NA

#### **PROTEST**

No protest received for this requirement.

#### PRIOR COUNCIL ACTION:

NA

#### AMOUNT AND SOURCE OF FUNDING:

Amount: \$845,338.60 Funding Source: Community Development Block Grant Account: 471-2400-71240-580270-G7148CD61

2025-0284 Wainwright, Nashville/Byron and Wadsworth Pedestrian Improvements

#### **REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

Report any contributions or donations to City Council of an accumulated total of \$500 or more. Report the name of the elected official and the amount.

NAME	AMOUNT (\$)
Form was provided to the applicant	

#### 

#### DEPARTMENT HEAD:

<u>Gilbert Guerrero</u> 5/9/2025 Gibert Guerrero, Interim Director of Capital Improvement

Claudia A. Garcia, Director of Purchasing & Strategic Sourcing

#### Project Form Low Bid

Please place the following item on the Consent Agenda for the City Council of May 28, 2025.

#### Award Summary:

The award of solicitation 2025-0284 Wainwright, Nashville/Byron and Wadsworth Pedestrian Improvements to BLACK STALLION CONTRACTORS, INC. for a total estimated amount of \$845,338.60. The project includes park improvements at Wainwright Park, sidewalk and ramp upgrades along Nashville Avenue and Byron Street, and the installation of directional ramps along Wadsworth Avenue.

Department: Award to:	Capital Improvement BLACK STALLION CONTRACTORS, INC.
City & State:	El Paso, TX
Item(s):	All
Contract Term:	240 Consecutive Calendar Days
Base Bid I:	\$619,756.39
Base Bid II:	\$85,065.11
Base Bid III:	\$140,517.10
Total Estimated Award:	\$845,338.60
Account(s):	471-2400-71240-580270-G7148CD61
	471-2400-71240-580270-G7148CD62
	471-2400-71240-580270-G7148CD63
Funding Source(s):	Community Development Block Grant
District(s):	2 & 4

This was a Low Bid Procurement – unit price contract

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to BLACK STALLION CONTRACTORS, INC., the lowest responsive and responsible bidder.

It is requested that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of this award.

Work under this unit price contract is only an estimated value and will be ordered, performed, invoiced, and paid by measured quantity. The actual cost of this contract may be higher or lower than the total estimated value and will be the sum total of unit prices at the end of the contract term.

As a part of this award, upon the review of the City Attorney, the City Engineer may without further authorization from City Council approve contract changes which are necessary for proper execution of the work and carrying out the intent of the project, which are in accordance with applicable law, do not make changes to the prices and are within the appropriate budget.

		Bid Tab Sum	mary		
	2025-028	4 Wainwright, Nashville/Byron and	Wadsworth Pedestrian Impr	ovements	
No.	Bidders Name	Base Bid I	Base Bid II	Base Bid III	Total
1	Black Stallion Contractors, Inc.	\$619,756.39	\$85,065.11	\$140,517.10	\$845,338.60
2	Stiles General Contractors LLC	\$717,985.83	\$98,560.13	\$175,572.69	\$992,118.65
3	Martinez Bros. Contractors, LLC	\$694,390.10	\$116,855.07	\$200,891.99	\$1,012,137.16
4	Keystone GC, LLC	\$739,730.68	\$119,404.10	\$193,492.24	\$1,052,627.02
5	Horizone Construction 1, LTD	\$1,027,245.36	\$108,570.56	\$187,356.60	\$1,323,172.52
6	Allen Concrete, LLC	\$760,404.30	\$402,478.96	\$217,880.77	\$1,380,764.03



#### BID TITLE: Wainwright, Nashville/Byron and Wadsworth Pedestrian Improvements

ID DAT	E: March 5, 2	025		r					DEPARTMEN	T: Capital Improvemen
					crete, LLC so, TX		Black Stallion Co El Pase			struction I, Ltd so, TX
				Bidde	r 1 of 6		Bidder	2 of 6	Bidde	r 3 of 6
NO.	Quantity	Unit of Measure	Description	Price (ONLY 2 DECIMALS)	Total		Price (ONLY 2 DECIMALS)	Total	Price (ONLY 2 DECIMALS)	Total
ASE BI	D I - Wainwrig	ght Park								
1	1	LS	CLEARING AND GRUBBING OF EXISTING SITE TO INCLUDE MINOR GRADING AND REMOVAL & PROPER DISPOSAL OF MISCELLANEOUS EXISTING ITEMS INCLUDING: VEGETATION. LARGE ROCKS, TRASH, DEBRIS, ETC.	\$ 27,800.00	\$ 27,80	0.00	\$ 13,750.00	\$ 13,750.00	\$ 154,089.55	\$ 154,089.55
2	1,000	CY	EXCAVATION AND PROPER DISPOSAL OF EXCESS MATERIAL (CUT TO WASTE)	\$ 18.50	\$ 18,50	0.00 \$	\$ 24.20	\$ 24,200.00	\$ 25.12	\$ 25,120.00
3	850	SF	REMOVAL AND PROPER DISPOSAL OF EXISTING MISCELLANEOUS CONCRETE ITEMS (SIDEWALK, STEM WALL, CURB & GUTTER, SLABS) (THICKNESS VARIES)	\$ 13.68	\$ 11,62	3.00 \$	\$ 3.85	\$ 3,272.50	\$ 2.88	\$ 2,448.00
4	1,005	LF	REMOVAL & PROPER DISPOSAL OF EXISTING CHAIN LINK FENCING, GATES, & POSTS (HEIGHT VARIES) (INCLUDES EXISTING BACKSTOPS)	\$ 18.50	\$ 18,592	2.50	\$ 5.50	\$ 5,527.50	\$ 20.36	\$ 20,461.80
5	1	LS	FURNISH AND INSTALL NEW 34-FOOT ZIPLINE PLAYGROUND EQUIPMENT (COMPLETE IN PLACE) (INCLUDES FREIGHT CHARGES)	\$ 30,500.00	\$ 30,50	0.00	\$ 25,300.00	\$ 25,300.00	\$ 37,823.96	\$ 37,823.96
6	1	LS	FURNISH AND INSTALL NEW STEEL SHADE STRUCTURE (COMPLETE IN PLACE) (INCLUDES SOLAR LIGHTING) (INCLUDES FREIGHT CHARGES)	\$ 95,000.00	\$ 95,000	0.00	\$ 78,100.00	\$ 78,100.00	\$ 119,119.45	\$ 119,119.45
7	760	LF	FURNISH AND INSTALL 6-FOOT ROCKWALL (COMPLETE IN PLACE) (INCLUDES FOOTING & DRAINAGE WEEP HOLES)	\$ 120.00	\$ 91,20	0.00	\$ 115.50	\$ 87,780.00	\$ 173.24	\$ 131,662.40
8	200	LF	FURNISH AND INSTALL 24-INCH ROCKWALL AROUND ZIPLINE PLAYGROUND EQUIPMENT (COMPLETE IN PLACE) (INCLUDES FOOTING & CONCRETE CAP)	\$ 80.00	\$ 16,000	0.00	\$ 82.50	\$ 16,500.00	\$ 112.20	\$ 22,440.00
9	5,000	SF	FURNISH AND INSTALL NEW 7-FOOT-WIDE CONCRETE SIDEWALK (4-INCH THICK) (COMPLETE IN PLACE) (INCLUDES PLAYGROUND RAMP)	\$ 5.03	\$ 25,15	0.00	\$ 5.50	\$ 27,500.00	\$ 8.97	\$ 44,850.00
10	330	SF	FURNISH AND INSTALL NEW 12-FOOT-WIDE REINFORCED CONCRETE MAINTENANCE ACCESS (6-INCH THICK) (COMPLETE IN PLACE)	\$ 11.50	\$ 3,79	5.00 \$	\$ 7.15	\$ 2,359.50	\$ 8.80	\$ 2,904.00
11	2	EA	FURNISH AND INSTALL NEW COLLAPSIBLE BOLLARD (48-INCH HIGH) (COMPLETE IN PLACE)	\$ 985.00	\$ 1,97	0.00	\$ 2,035.00	\$ 4,070.00	\$ 1,608.36	\$ 3,216.72
12	20	LF	FURNISH AND INSTALL NEW STANDARD CONCRETE CURB & GUTTER AND/OR 6-INCH ROLLED CURB (COMPLETE IN PLACE)	\$ 104.00	\$ 2,08	0.00	\$ 27.50	\$ 550.00	\$ 35.65	\$ 713.00
13	800	SF	FURNISH AND INSTALL NATURAL WOODCHIPS (8-INCH DEPTH)(COMPLETE IN PLACE)	\$ 5.00	\$ 4,00	0.00	\$ 13.20	\$ 10,560.00	\$ 4.13	\$ 3,304.00
14	2,200	SF	FURNISH AND INSTALL ENGINEERED WOOD FIBERS (12-INCH DEPTH) (COMPLETE IN PLACE)	\$ 4.65	\$ 10,23	0.00	\$ 4.40	\$ 9,680.00	\$ 5.28	\$ 11,616.00
15	6,100	SF	RESURFACING OF EXISTING BASKETBALL COURT (ACRYLIC COATING)	\$ 2.85	\$ 17,38	5.00 \$	\$ 4.95	\$ 30,195.00	\$ 6.67	\$ 40,687.00
16	1	LS	RE-STRIPING OF RESURFACED BASKETBALL COURT	\$ 2,800.00	\$ 2,80	0.00	\$ 2,750.00	\$ 2,750.00	\$ 4,395.34	\$ 4,395.34





#### BID TITLE: Wainwright, Nashville/Byron and Wadsworth Pedestrian Improvements

BID DATE: March 5, 2025

				Allen C El	oncret Paso, '		Black Stallion ( El Pa	Contrac so, TX	tors, Inc.	Horizone Construction I, Ltd El Paso, TX		
				Bid	der 1 d	of 6	Bidde	r 2 of 6		Bidde	r 3 of 6	
NO.	Quantity	Unit of Measure	Description	Price (ONLY 2 DECIMALS)		Total	Price (ONLY 2 DECIMALS)		Total	Price (ONLY 2 DECIMALS)	Total	
17	2	EA	FURNISH AND INSTALL NEW BASKETBALL GOAL/POST/BACKBOARD SYSTEM (COMPLETE IN PLACE) (INCLUDES FREIGHT CHARGES) (INCLUDES REMOVAL & DISPOSAL OF EXISTING GOALS)	\$ 8,500	00 \$	17,000.00	\$ 6,600.00	\$	13,200.00	\$ 19,233.34	\$ 38,466.68	
18	1	LS	INDEPENDENT PLAYGROUND AUDIT	\$ 3,500	00 \$	3,500.00	\$ 2,420.00	\$	2,420.00	\$ 3,646.28	\$ 3,646.28	
19	15,150	SF	FURNISH AND INSTALL SCREENINGS (3-INCH DEPTH WITH WEED BARRIER)	\$ 1	30 \$	19,695.00	\$ 1.27	\$	19,240.50	\$ 1.80	\$ 27,270.00	
20	8,000	SF	FURNISH AND INTALL ROCK MULCH (4-INCH TO 6-INCH SIZE ROCK)(6-INCH DEPTH WITH WEED BARRIER)	\$ 2	04 \$	16,320.00	\$ 1.87	\$	14,960.00	\$ 2.81	\$ 22,480.0	
21	5	EA	FURNISH AND INSTALL PARK BENCH (6-FOOT) (COMPLETE IN PLACE)	\$ 5,300	00 \$	26,500.00	\$ 4,125.00	\$	20,625.00	\$ 4,979.40	\$ 24,897.00	
22	340	SF	FURNISH AND INSTALL PARK BENCH CONCRETE SLAB (COMPLETE IN PLACE)	\$ 8	57 \$	2,913.80	\$ 6.05	\$	2,057.00	\$ 6.79	\$ 2,308.6	
23	2	EA	FURNISH AND INSTALL TRASH RECEPTACLE (32 GAL) (COMPLETE IN PLACE)	\$ 5,650	00 \$	11,300.00	\$ 4,235.00	\$	8,470.00	\$ 4,979.40	\$ 9,958.8	
24	20	SF	FURNISH AND INSTALL TRASH RECEPTACLE CONCRETE SLAB (COMPLETE IN PLACE)	\$ 105	00 \$	2,100.00	\$ 7.70	\$	154.00	\$ 6.79	\$ 135.8	
25	25	EA	FURNISH AND INSTALL TREES (2" CAL)	\$ 680	00 \$	17,000.00	\$ 649.00	\$	16,225.00	\$ 973.45	\$ 24,336.25	
26	376	EA	FURNISH AND INSTALL SHRUBS (5 GAL)	\$ 40	00 \$	15,040.00	\$ 34.10	\$	12,821.60	\$ 50.33	\$ 18,924.0	
27	108	EA	FURNISH AND INSTALL SHRUBS / GROUNDCOVER (1 GAL)	\$ 25	00 \$	2,700.00	\$ 22.00	\$	2,376.00	\$ 32.18	\$ 3,475.4	
28	25,800	SF	FURNISH AND INSTALL SOD (COMPLETE IN PLACE)	\$ 1	62 \$	41,796.00	\$ 1.49	\$	38,442.00	\$ 2.23	\$ 57,534.0	
29	1	LS	FURNISH AND INSTALL AUTOMATIC IRRIGATION SYSTEM (COMPLETE IN PLACE)	\$ 75,000	00 \$	75,000.00	\$ 71,335.00	\$	71,335.00	\$ 98,994.00	\$ 98,994.0	
30	6	МО	FURNISH, INSTALL, IMPLEMENT AND REMOVE MISCELLANEOUS TRAFFIC CONTROL PLAN	\$ 13,950	00 \$	83,700.00	\$ 3,300.00	\$	19,800.00	\$ 2,263.67	\$ 13,582.0	
31	1	LS	IMPLEMENT STORM WATER POLLUTION PREVENTION BEST MANAGEMENT PRACTICES INCLUDING: FURNISH AND INSTALL SILT FENCE, CONSTRUCTION ENTRANCE/EXITS AND REMOVAL AND PROPER DISPOSAL OF SILT FENCE AND CONSTRUCTION ENTRANCES/EXITS AFTER COMPLETION OF WORK.	\$ 13,000	00 \$	13,000.00	\$ 7,150.00	\$	7,150.00	\$ 46,214.45	\$ 46,214.4	
			Sub Total Base Bid I - Wainwright Park (Items 1-31):	\$7	4,195.	.30	\$591,	370.60		\$1,017	7,074.62	
			Mobilization Not to Exceed 5%	\$36,209.00			\$28,385.79			\$10,170.74		
			Sum Total Base Bid I Plus Mobilization	\$7	60,404.	.30	\$619,756.39			\$1,027,245.36		

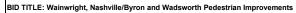


DEPARTMENT: Capital Improvement

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Approved By: \_\_\_/S/\_\_\_\_ Date:\_3/26/2025\_\_\_\_\_



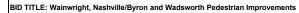


BID DAT	E: March 5,	2025		T					DEPARTMEN	Г: Capital Improvement
				Allen C El l	oncret Paso, 1		Black Stallion Co El Pasc			struction I, Ltd so, TX
		T		Bid	der 1 o	of 6	Bidder	2 of 6	Bidde	r 3 of 6
NO.	Quantity	Unit of Measure	Description	Price (ONLY 2 DECIMALS)		Total	Price (ONLY 2 DECIMALS)	Total	Price (ONLY 2 DECIMALS)	Total
Base Bi	d II - Nashvill	e Ave & Byron	St.	1						
32	116	CY	EXPORT TO WASTE	\$ 20.	50 \$	2,378.00	\$ 33.00	\$ 3,828.00	\$ 38.28	\$ 4,440.48
33	33	SY	REMOVE/DISPOSE OF EXISTING PAVEMENT	\$ 110.	\$ 00	3,630.00	\$ 22.00	\$ 726.00	\$ 25.45	\$ 839.85
34	101	SY	REMOVE/DISPOSE OF EXISTING CONCRETE	\$ 22.	50 \$	2,272.50	\$ 16.50	\$ 1,666.50	\$ 24.17	\$ 2,441.17
35	4	SY	REMOVE/DISPOSE OF EXISTING STEPS	\$ 365.	\$ 00	1,460.00	\$ 16.50	\$ 66.00	\$ 28.56	\$ 114.24
36	105	LF	REMOVE/DISPOSE OF EXISTING CURB	\$ 6.	50 \$	682.50	\$ 4.40	\$ 462.00	\$ 32.92	\$ 3,456.60
37	134	LF	REMOVE/DISPOSE OF EXISTING ROCKWALL	\$ 35.	\$ 00	4,690.00	\$ 16.50	\$ 2,211.00	\$ 42.76	\$ 5,729.84
38	134	LF	REMOVE/DISPOSE OF EXISTING ROCKWALL FOOTING	\$ 58.	00 \$	7,772.00	\$ 11.00	\$ 1,474.00	\$ 42.76	\$ 5,729.84
39	1	EA	REMOVE/DISPOSE OF EXISTING SHRUB	\$ 500.	00 \$	500.00	\$ 82.50	\$ 82.50	\$ 830.55	\$ 830.55
40	2	EA	REMOVE/UPGRADE OF EXISTING STREET SIGN	\$ 1,185.	\$ 00	2,370.00	\$ 1,320.00	\$ 2,640.00	\$ 1,129.52	\$ 2,259.04
41	15	SY	3" HMAC/8" 2-SACK BACKFILL	\$ 320.	70 \$	4,810.50	\$ 440.00	\$ 6,600.00	\$ 142.51	\$ 2,137.65
42	105	LF	6" STANDARD CURB AND GUTTER	\$ 52.	37 \$	5,498.85	\$ 27.50	\$ 2,887.50	\$ 35.65	\$ 3,743.25
43	8	SY	4" THICK CONCRETE RIPRAP	\$ 332.	39 \$	2,659.12	\$ 88.00	\$ 704.00	\$ 83.42	\$ 667.36
44	139	SY	4" THICK CONCRETE SIDEWALK	\$ 46.	11 \$	6,409.29	\$ 71.50	\$ 9,938.50	\$ 77.62	\$ 10,789.18
45	5	SY	6" THICK CONCRETE STEPS	\$ 683.	30 \$	3,416.50	\$ 330.00	\$ 1,650.00	\$ 685.58	\$ 3,427.90
46	10	EA	ADA RAMP - TYPE 6	\$ 25,315.	57 \$	253,155.70	\$ 1,760.00	\$ 17,600.00	\$ 1,704.64	\$ 17,046.40
47	39	LF	STANDARD ROCKWALL	\$ 100.	\$ 00	3,900.00	\$ 132.00	\$ 5,148.00	\$ 123.75	\$ 4,826.25
48	109	LF	RETAINING ROCKWALL	\$ 201.	00 \$	21,909.00	\$ 165.00	\$ 17,985.00	\$ 288.74	\$ 31,472.66
49	1	LS	TRAFFIC AND PEDESTRIAN CONTROL BARRICADES	\$ 55,800.	00 \$	55,800.00	\$ 5,500.00	\$ 5,500.00	\$ 7,543.35	\$ 7,543.35
			Sub Total Base Bid II - Nashville Ave & Byron St. (Items 32-49):	\$38	3,313.	.96	\$81,16	9.00	\$107,	495.61
			Mobilization Not to Exceed 5%	\$1	9,165.0	00	\$3,896	5.11	\$1,0	74.95
			Sum Total Base Bid II Plus Mobilization	\$40	2,478.	.96	\$85,06	5.11	\$108,	570.56
				1						



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#### PRICE TABULATION



BID DA	TE: March 5, 2	2025		•					DEPARTMEN	T: Capital Improvement	
					Allen Con El Pas			Contractors, Inc. so, TX		struction I, Ltd so, TX	
		1			Bidder	1 of 6	Bidde	r 2 of 6	Bidde	r 3 of 6	
NO.	Quantity	Unit of Measure	Description		e (ONLY 2 CIMALS)	Total	Price (ONLY 2 DECIMALS)	Total	Price (ONLY 2 DECIMALS)	Total	
Base Bi	d III - Wadswo	orth Ave							I	1	
50	418	SY	REMOVE/DISPOSE OF EXISTING PAVEMENT	\$	20.50	\$ 8,569.00	\$ 22.00	\$ 9,196.00	\$ 25.46	\$ 10,642.28	
51	678	SY	REMOVE/DISPOSE OF EXISTING CONCRETE	\$	22.50	\$ 15,255.00	\$ 16.50	\$ 11,187.00	\$ 24.17	\$ 16,387.26	
52	918	LF	REMOVE/DISPOSE OF EXISTING CURB	\$	2.50	\$ 2,295.00	\$ 4.40	\$ 4,039.20	\$ 32.92	\$ 30,220.56	
53	10	EA	REMOVE/UPGRADE OF EXISTING STREET SIGN	\$	1,185.00	\$ 11,850.00	\$ 1,320.00	\$ 13,200.00	\$ 1,129.52	\$ 11,295.20	
54	120	SY	3" HMAC/8" 2-SACK BACKFILL	\$	173.85	\$ 20,862.00	\$ 93.50	\$ 11,220.00	\$ 142.51	\$ 17,101.20	
55	978	LF	6" STANDARD CURB AND GUTTER	\$	52.37	\$ 51,217.86	\$ 27.50	\$ 26,895.00	\$ 35.65	\$ 34,865.70	
56	132	SY	4" THICK CONCRETE SIDEWALK	\$	46.11	\$ 6,086.52	\$ 77.00	\$ 10,164.00	\$ 80.08	\$ 10,570.56	
57	1	EA	ADA RAMP - TYPE 1	\$	950.00	\$ 950.00	\$ 1,650.00	\$ 1,650.00	\$ 1,536.81	\$ 1,536.81	
58	27	EA	ADA RAMP - TYPE 6	\$	2,315.57	\$ 62,520.39	\$ 1,540.00	\$ 41,580.00	\$ 1,679.21	\$ 45,338.67	
59	1	LS	TRAFFIC AND PEDESTRIAN CONTROL BARRICADES	\$	27,900.00	\$ 27,900.00	\$ 4,950.00	\$ 4,950.00	\$ 7,543.35	\$ 7,543.35	
			Sub Total Base Bid III - Wadsworth Ave (Items 50-59):		\$207,5	505.77	\$134,	081.20	\$185,	501.59	
			Mobilization Not to Exceed 5%		\$10,3	75.00	\$6,4	35.90	\$1,8	55.01	
			Sum Total Base Bid III Plus Mobilization		\$217,8	880.77	\$140,	517.10	\$187,	356.60	
			Sum Total Base Bids I, II & III:		\$1,380,	764.03	\$845,	338.60	\$1,323	3,172.52	
			Bid Bond		YE	ES	Y	ES	Y	ES	
			Amendments Acknowledged		YE	S	Y	ES	YES		
NOTE:	The informati	on contained in th	is bid tabulation is for information only and does not constitute actual award/execution of contract.				· · · · · · · · · · · · · · · · · · ·				



Approved By: \_\_\_/S/\_\_\_\_ Date:\_3/26/2025\_\_\_\_\_



BID NO: 2025-0284



CITY OF EL PASO

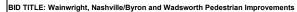
PRICE TABULATION



Z023 Award Winner BID NO: 2025-0284

BID DATI	E: March 5, 2025								DEPARTMENT: C	apital Improvement
				K		∋ GC, LLC so, TX	Martinez Bros. C El Pa		Stiles General Con El Paso,	
	1				Bidde	r 4 of 6	Bidder	5 of 6	Bidder 6	of 6
NO.	Quantity	Unit of Measure	Description	Price (ONL DECIMAL		Total	Price (ONLY 2 DECIMALS)	Total	Price (ONLY 2 DECIMALS)	Total
Base Bid	I: Wainwright Pa	rk					1			
1	1	LS	CLEARING AND GRUBBING OF EXISTING SITE TO INCLUDE MINOR GRADING AND REMOVAL & PROPER DISPOSAL OF MISCELLANEOUS EXISTING ITEMS INCLUDING: VEGETATION. LARGE ROCKS, TRASH, DEBRIS, ETC.	\$ 3	,840.11	\$ 3,840.11	\$ 1,180.00	\$ 1,180.00	\$ 25,826.42 \$	25,826.42
2	1,000	CY	EXCAVATION AND PROPER DISPOSAL OF EXCESS MATERIAL (CUT TO WASTE)	\$	29.13	\$ 29,130.00	\$ 23.60	\$ 23,600.00	\$ 34.19 \$	34,190.00
3	850	SF	REMOVAL AND PROPER DISPOSAL OF EXISTING MISCELLANEOUS CONCRETE ITEMS (SIDEWALK, STEM WALL, CURB & GUTTER, SLABS) (THICKNESS VARIES)	\$	4.99	\$ 4,241.50	\$ 2.36	\$ 2,006.00	\$ 4.71 \$	4,003.50
4	1,005	LF	REMOVAL & PROPER DISPOSAL OF EXISTING CHAIN LINK FENCING, GATES, & POSTS (HEIGHT VARIES) (INCLUDES EXISTING BACKSTOPS)	\$	4.14	\$ 4,160.70	\$ 1.18	\$ 1,185.90	\$ 6.72 \$	6,753.60
5	1	LS	FURNISH AND INSTALL NEW 34-FOOT ZIPLINE PLAYGROUND EQUIPMENT (COMPLETE IN PLACE) (INCLUDES FREIGHT CHARGES)	\$ 28	,145.07	\$ 28,145.07	\$ 27,051.50	\$ 27,051.50	\$ 31,717.73 \$	31,717.73
6	1	LS	FURNISH AND INSTALL NEW STEEL SHADE STRUCTURE (COMPLETE IN PLACE) (INCLUDES SOLAR LIGHTING) (INCLUDES FREIGHT CHARGES)	\$ 86	,383.57	\$ 86,383.57	\$ 83,027.16	\$ 83,027.16	\$ 81,238.06 \$	81,238.00
7	760	LF	FURNISH AND INSTALL 6-FOOT ROCKWALL (COMPLETE IN PLACE) (INCLUDES FOOTING & DRAINAGE WEEP HOLES)	\$	118.22	\$ 89,847.20	\$ 133.34	\$ 101,338.40	\$ 132.24 \$	100,502.40
8	200	LF	FURNISH AND INSTALL 24-INCH ROCKWALL AROUND ZIPLINE PLAYGROUND EQUIPMENT (COMPLETE IN PLACE) (INCLUDES FOOTING & CONCRETE CAP)	\$	84.63	\$ 16,926.00	\$ 69.62	\$ 13,924.00	\$ 68.48 \$	13,696.00
			FURNISH AND INSTALL NEW 7-FOOT-WIDE CONCRETE SIDEWALK (4-INCH THICK)					\$ 36,600.00		
9	5,000	SF	(COMPLETE IN PLACE) (INCLUDES PLAYGROUND RAMP)	\$	7.70	\$ 38,500.00	\$ 7.32	Bidder's Price \$36,580.00	\$ 7.23 \$	36,150.00
10	330	SF	FURNISH AND INSTALL NEW 12-FOOT-WIDE REINFORCED CONCRETE MAINTENANCE	\$	9.81	\$ 3,237.30	\$ 7.55	\$ 2,491.50	\$ 9.76 \$	3,220.8
10	330	Sr	ACCESS (6-INCH THICK) (COMPLETE IN PLACE)	\$	9.01	\$ 3,237.30	۵ <i>۵</i>	Bidder's Price \$2,492.16	φ 9.70 φ	3,220.80
11	2	EA	FURNISH AND INSTALL NEW COLLAPSIBLE BOLLARD (48-INCH HIGH) (COMPLETE IN PLACE)	\$ 1	,673.30	\$ 3,346.60	\$ 1,062.00	\$ 2,124.00	\$ 1,083.72 \$	2,167.44
12	20	LF	FURNISH AND INSTALL NEW STANDARD CONCRETE CURB & GUTTER AND/OR 6-INCH ROLLED CURB (COMPLETE IN PLACE)	\$	29.04	\$ 580.80	\$ 29.50	\$ 590.00	\$ 40.32 \$	806.40
13	800	SF	FURNISH AND INSTALL NATURAL WOODCHIPS (8-INCH DEPTH)(COMPLETE IN PLACE)	\$	2.16	\$ 1,728.00	\$ 3.83	\$ 3,064.00 Bidder's Price \$3,060.80	\$ 1.24 \$	992.00
14	2,200	SF	FURNISH AND INSTALL ENGINEERED WOOD FIBERS (12-INCH DEPTH) (COMPLETE IN PLACE)	\$	3.22	\$ 7,084.00	\$ 2.76	\$ 6,072.00 Bidder's Price \$6,074.20	\$ 3.94 \$	8,668.00
								\$ 26,535.00		
15	6,100	SF	RESURFACING OF EXISTING BASKETBALL COURT (ACRYLIC COATING)	\$	4.82	\$ 29,402.00	\$ 4.35		\$ 3.93 \$	23,973.00
16	1	LS	RE-STRIPING OF RESURFACED BASKETBALL COURT	\$2	,713.52	\$ 2,713.52	\$ 1,770.00	\$ 1,770.00	\$ 2,418.71 \$	2,418.71
	•	•								





BID DATE: March 5, 2025

BID DATE	E: March 5, 2025									DEPARTMEN	T: Capi	tal Improvement
					Keystone El Pa	e GC, I so, TX		Martinez Bros. C El Pa	Contractors, LLC so,TX	Stiles General ( El Pa	Contrad Iso, TX	
					Bidde	r 4 of	6	Bidde	5 of 6	Bidde	r 6 of 6	
NO.	Quantity	Unit of Measure	Description		e (ONLY 2 CIMALS)		Total	Price (ONLY 2 DECIMALS)	Total	Price (ONLY 2 DECIMALS)		Total
17	2	EA	FURNISH AND INSTALL NEW BASKETBALL GOAL/POST/BACKBOARD SYSTEM (COMPLETE IN PLACE) (INCLUDES FREIGHT CHARGES) (INCLUDES REMOVAL & DISPOSAL OF EXISTING GOALS)	\$	7,271.68	\$	14,543.36	\$ 4,855.70	\$ 9,711.40	\$ 7,099.80	\$	14,199.60
18	1	LS	INDEPENDENT PLAYGROUND AUDIT	\$	2,713.23	\$	2,713.23	\$ 2,950.00	\$ 2,950.00	\$ 3,866.32	\$	3,866.32
19	15,150	SF	FURNISH AND INSTALL SCREENINGS (3-INCH DEPTH WITH WEED BARRIER)	\$	2.68	\$	40,602.00	\$ 1.59	\$ 24,088.50	\$ 1.59	\$	24,088.50
			FURNISH AND INTALL ROCK MULCH (4-INCH TO 6-INCH SIZE ROCK)(6-INCH DEPTH WITH						\$ 34,160.00			
20	8,000	SF	WEED BARRIER)	\$	5.81	\$	46,480.00	\$ 4.27	Bidder's Price \$34,176.00	\$ 3.23	\$	25,840.00
21	5	EA	FURNISH AND INSTALL PARK BENCH (6-FOOT) (COMPLETE IN PLACE)	\$	3,842.71	\$	19,213.55	\$ 3,582.48	\$ 17,912.40	\$ 3,420.41	\$	17,102.05
22	340	SF	FURNISH AND INSTALL PARK BENCH CONCRETE SLAB (COMPLETE IN PLACE)	\$	7.47	\$	2,539.80	\$ 8.26	\$ 2,808.40	\$ 6.72	\$	2,284.80
23	2	EA	FURNISH AND INSTALL TRASH RECEPTACLE (32 GAL) (COMPLETE IN PLACE)	\$	3,676.97	\$	7,353.94	\$ 3,582.48	\$ 7,164.96	\$ 3,628.95	\$	7,257.90
24	20	SF	FURNISH AND INSTALL TRASH RECEPTACLE CONCRETE SLAB (COMPLETE IN PLACE)	\$	7.60	\$	152.00	\$ 8.26	\$ 165.20	\$ 6.72	\$	134.40
25	25	EA	FURNISH AND INSTALL TREES (2" CAL)	\$	583.16	i \$	14,579.00	\$ 654.78	\$ 16,369.50	\$ 1,101.86	\$	27,546.50
26	376	EA	FURNISH AND INSTALL SHRUBS (5 GAL)	\$	79.81	\$	30,008.56	\$ 66.95	\$ 25,173.20	\$ 84.66	\$	31,832.16
27	108	EA	FURNISH AND INSTALL SHRUBS / GROUNDCOVER (1 GAL)	\$	30.70	\$	3,315.60	\$ 24.99	\$ 2,698.92	\$ 16.13	\$	1,742.04
									\$ 79,980.00			
28	25,800	SF	FURNISH AND INSTALL SOD (COMPLETE IN PLACE)	\$	4.06	5\$	104,748.00	\$ 3.10	Bidder's Price \$79,876.80	\$ 3.36	\$	86,688.00
29	1	LS	FURNISH AND INSTALL AUTOMATIC IRRIGATION SYSTEM (COMPLETE IN PLACE)	\$	61,430.53	\$	61,430.53	\$ 96,148.50	\$ 96,148.50	\$ 44,208.59	\$	44,208.59
30	6	МО	FURNISH, INSTALL, IMPLEMENT AND REMOVE MISCELLANEOUS TRAFFIC CONTROL PLAN	\$	1,091.64	\$	6,549.84	\$ 590.00	\$ 3,540.00	\$ 1,417.64	\$	8,505.84
31	1	LS	IMPLEMENT STORM WATER POLLUTION PREVENTION BEST MANAGEMENT PRACTICES INCLUDING: FURNISH AND INSTALL SILT FENCE, CONSTRUCTION ENTRANCE/EXITS AND REMOVAL AND PROPER DISPOSAL OF SILT FENCE AND CONSTRUCTION ENTRANCES/EXITS AFTER COMPLETION OF WORK.	\$	12,906.10	\$	12,906.10	\$ 5,900.00	\$ 5,900.00	\$ 25,452.86	\$	25,452.86
				1				\$661.3	20.44			
			Sub Total Base Bid I - Wainwright Park (Items 1-31):		\$716,4	401.88	8	1	\$\$661,247.24	\$697,	073.62	
			Mobilization Not to Exceed 5%	,	\$23,3	328.80	)	\$33,0		\$20,9	912.21	
			Sum Total Base Bid I Plus Mobilization		\$739,	730.68	8	<b>\$694,</b> Bidder's Price	<b>390.10</b> \$694,306.90	\$717,	5717,985.83	







2023 Award Winner BID NO: 2025-0284

				Keystone GC, LLC El Paso, TX			Martinez Bros. Co El Paso		Stiles General C El Pa	Contracto so, TX	ors LLC
					Bidder 4 of	6	Bidder 5	of 6	Bidder	r 6 of 6	
NO.	Quantity	Unit of Measure	Description		(ONLY 2 IMALS)	Total	Price (ONLY 2 DECIMALS)	Total	Price (ONLY 2 DECIMALS)		Total
ase Bid I	ll - Nashville Av	e & Byron St.									
32	116	CY	EXPORT TO WASTE	\$	66.10 \$	7,667.60	\$ 47.20	\$ 5,475.20	\$ 67.19	\$	7,794.0
33	33	SY	REMOVE/DISPOSE OF EXISTING PAVEMENT	\$	32.38 \$	1,068.54	\$ 29.50	\$ 973.50	\$ 30.24	\$	997.9
34	101	SY	REMOVE/DISPOSE OF EXISTING CONCRETE	\$	23.63 \$	2,386.63	\$ 18.17	\$ 1,835.17	\$ 30.24	\$	3,054.2
35	4	SY	REMOVE/DISPOSE OF EXISTING STEPS	\$	288.31 \$	1,153.24	\$ 76.70	\$ 306.80	\$ 30.24	\$	120.9
36	105	LF	REMOVE/DISPOSE OF EXISTING CURB	\$	7.80 \$	819.00	\$ 8.50	\$ 892.50	\$ 6.72	\$	705.6
37	134	LF	REMOVE/DISPOSE OF EXISTING ROCKWALL	\$	34.38 \$	4,606.92	\$ 30.68	\$ 4,111.12	\$ 10.75	\$	1,440.5
38	134	LF	REMOVE/DISPOSE OF EXISTING ROCKWALL FOOTING	\$	27.88 \$	3,735.92	\$ 18.41	\$ 2,466.94	\$ 6.72	\$	900.4
39	1	EA	REMOVE/DISPOSE OF EXISTING SHRUB	\$	70.64 \$	70.64	\$ 29.50	\$ 29.50	\$ 134.38	\$	134.3
40	2	EA	REMOVE/UPGRADE OF EXISTING STREET SIGN	\$	801.85 \$	1,603.70	\$ 1,003.00	\$ 2,006.00	\$ 1,058.86	\$	2,117.7
41	15	SY	3" HMAC/8" 2-SACK BACKFILL	\$	173.25 \$	2,598.75	\$ 165.20	\$ 2,478.00	\$ 80.67	\$	1,210.0
42	105	LF	6" STANDARD CURB AND GUTTER	\$	42.42 \$	4,454.10	\$ 28.79	3,022.95 Bidder's Price \$3,023.16	\$ 51.43	\$	5,400.1
43	8	SY	4" THICK CONCRETE RIPRAP	\$	127.05 \$	1,016.40	\$ 224.20	\$ 1,793.60	\$ 116.47	\$	931.7
44	139	SY	4" THICK CONCRETE SIDEWALK	\$	77.22 \$	10,733.58	\$ 94.40	\$ 13,121.60	\$ 65.07	\$	9,044.7
45	5	SY	6" THICK CONCRETE STEPS	\$	327.88 \$	1,639.40	\$ 247.80	\$ 1,239.00	\$ 276.46	\$	1,382.3
46	10	EA	ADA RAMP - TYPE 6	\$	1,861.38 \$	18,613.80	\$ 2,714.00	\$ 27,140.00	\$ 1,278.16	\$	12,781.6
47	39	LF	STANDARD ROCKWALL	\$	124.75 \$	4,865.25	\$ 133.34	\$ 5,200.26	\$ 132.52	\$	5,168.2
48	109	LF	RETAINING ROCKWALL	\$	380.22 \$	41,443.98	\$ 148.68	\$ 16,206.12	\$ 342.12	\$	37,291.0
49	1	LS	TRAFFIC AND PEDESTRIAN CONTROL BARRICADES	\$	5,426.45 \$	5,426.45	\$ 22,992.30	\$ 22,992.30	\$ 5,213.66	\$	5,213.6
			Sub Total Base Bid II - Nashville Ave & Byron St. (Items 32-49):		\$113,903.90	0	\$111,29	0.56	¢05.6	89.45	
					φτισ,903.90	-	Bidder's Price	\$11,290.28			
			Mobilization Not to Exceed 5%		\$5,500.20		\$5,564	\$2,8	70.68		
			Sum Total Base Bid II Plus Mobilization	tion \$119,404.10		0	\$116,85 Bidder's Price \$	\$98,560.13			

OFF ×

CITY OF EL PASO

PRICE TABULATION

BID TITLE: Wainwright, Nashville/Byron and Wadsworth Pedestrian Improvements

BID	DATE:	March	5	2025	

BID DATE	: March 5, 2025								DEPARTMEN	T: Capital Improvement
						e GC, LLC so, TX	Martinez Bros. Cor El Paso,			Contractors LLC aso, TX
					Bidder	r 4 of 6	Bidder 5	of 6	Bidde	r 6 of 6
NO.	Quantity	Unit of Measure	Description		ce (ONLY 2 ECIMALS)	Total	Price (ONLY 2 DECIMALS)	Total	Price (ONLY 2 DECIMALS)	Total
Base Bid	III - Wadsworth	Ave		1			1			1
50	418	SY	REMOVE/DISPOSE OF EXISTING PAVEMENT	\$	22.45	\$ 9,384.10	\$ 29.50	12,331.00	\$ 30.24	\$ 12,640.32
51	678	SY	REMOVE/DISPOSE OF EXISTING CONCRETE	\$	22.77	\$ 15,438.06	\$ 18.17	12,319.26 Bidder's Price \$12,320.62	\$ 30.24	\$ 20,502.72
52	918	LF	REMOVE/DISPOSE OF EXISTING CURB	\$	7.68	\$ 7,050.24	\$ 8.50	7,803.00 Bidder's Price \$7,799.33	\$ 6.72	2 \$ 6,168.96
53	10	EA	REMOVE/UPGRADE OF EXISTING STREET SIGN	\$	801.85	\$ 8,018.50	\$ 1,003.00	10,030.00	\$ 1,058.86	\$ 10,588.60
54	120	SY	3" HMAC/8" 2-SACK BACKFILL	\$	167.70	\$ 20,124.00	\$ 88.50 \$	10,620.00	\$ 80.67	\$ 9,680.40
55	978	LF	6" STANDARD CURB AND GUTTER	\$	39.58	\$ 38,709.24	\$ 27.38	26,777.64 Bidder's Price \$26,773.73	\$ 51.42	2 \$ 50,288.76
56	132	SY	4" THICK CONCRETE SIDEWALK	\$	77.22	\$ 10,193.04	\$ 94.40 \$	12,460.80	\$ 7.23	\$ 954.36
57	1	EA	ADA RAMP - TYPE 1	\$	906.92	\$ 906.92	\$ 2,714.00	2,714.00	\$ 1,228.17	\$ 1,228.17
58	27	EA	ADA RAMP - TYPE 6	\$	2,569.18	\$ 69,367.86	\$ 2,714.00	73,278.00	\$ 1,970.11	\$ 53,192.97
59	1	LS	TRAFFIC AND PEDESTRIAN CONTROL BARRICADES	\$	5,426.45	\$ 5,426.45	5 \$ 22,992.30 \$	22,992.30	\$ 5,213.66	\$ 5,213.66
				Г			\$191,326	5.00		
			Sub Total Base Bid III - Wadsworth Ave (Items 50-59)	:	\$184,6	518.41	Bidder's Price \$	191,319.77	\$170,	458.92
			Mobilization Not to Exceed 5%	Ď	\$8,87	73.83	\$9,565.99		\$5,113.77	
			Sum Total Base Bid III Plus Mobilization		\$193,4	192 24	\$200,891	.99	\$175	572.69
			,		Bidder's Price \$	200,885.76	····,			
			Sur- T-t-1 P Pid-   # 0 #		£4.050	627.02	\$1,012,13	7.16	6000	449.65
			Sum Total Base Bids I, II & III		\$1,052,	,021.02	Bidder's Price \$*	1,012,047.46	\$ <del>9</del> 92,	118.65
			Amendments Acknowledged		YE	ES	YES		Y	ES
NOTE: T	he information c	ontained in thi	s bid tabulation is for information only and does not constitute actual award/execution of contract.							

Page 8 of 8



#### Views List

2025-0284 Wainwright, Nashville/Byron and Wadsworth Pedestrian Improvements

No.	Participant Name	<u>City</u>	State
1	Access Communications Group, LLC	El Paso	ΤX
2	ACO Remodeling & Construction, Inc.	El Paso	ΤX
3	Allen Concrete, LLC	El Paso	ΤX
4	Amtek USA, Austin	Houston	ΤX
5	ASC General Contractors	El Paso	ΤX
6	Aztec Contractors Inc	EL PASO	ΤX
7	Black Stallion Contractors, Inc.	El Paso	ΤX
8	Burman Construction, LLC	El Paso	ΤX
9	City of El Paso_PM_Humphrey	El Paso	ΤX
10	Consolidated Traffic Controls, Inc.	Arlington	ΤX
11	ConstructConnect	Cincinnati	OH
12	Construction Reporter	Albuquerque	NM
	CONSTRUCTION SOLUTION USA LLC	CARROLLTON	TX
14	CSA Constructors (Karlsruher, Inc.)	El Paso	TX
	DDM Corporation LLc	el paso	ΤX
	DYER CYCLE	El Paso	ΤХ
	EGL Construction, Inc	El Paso	TX
	El Paso A.R.C. Electric, Inc.	El Paso	ТХ
	Filterbuy Incorporated	Talladega	AL
	FOX CÓNSTRUCTOR LLC	El Paso	ТХ
	Horizone Construction 1 LTD	El Paso	ΤХ
	Instant Imprints, South Houston (M. Wright Group, LLC)	Houston	ТХ
	JAN Construction (Jose Luis Medina Sr.)	EL PASO	ТХ
	Jobe Materials	El Paso	ТХ
25	Keystone Contractors and Engineers (Keystone GC, LLC.)	El Paso	ТХ
	Martinez Bros. Contractors, LLC	El Paso	ТХ
	Mirador Enterprises, Inc. (Mirador Enterprises)	EL PASO	ТХ
	North America Procurement Council Inc., PBC	Grand Junction	CO
	Paseo Del Sol Construction, Inc.	EL PASO	TX
	Phi-Tech, LLC.	El Paso	ТХ
	Pride General Contractors, LLC	El Paso	ТХ
	Ritz Safety LLC	Dayton	ОН
	Solis General Construction	El Paso	TX
	Stiles General Contractors LLC	El Paso	TX
	The Dry Land Landscape Architecture, LLC	El Paso	TX
	The Planit Room	El Paso	TX
	TIGUA CONSTRUCTION SERVICES (Tigua Enterprises, Inc.)	El Paso	TX
	Virtual Builders Exchange	San Antonio	TX
	White Hawk Engineering & Design	Moore	OK
	Zayza Irrigation & Landscape Inc	El Paso County	TX
	Zeraus Iluminacion	El Paso	TX

### DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

#### Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. Contributions and Donations do NOT disqualify an applicant from doing business with the City.

#### **Definitions:**

"Contribution"	A direct or indirect transfer of money, goods, services, or any other thing of value and includes an
	agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer.
	The term includes a loan or extension of credit, other than those expressly excluded by the Texas
	Election Code, and a guarantee of a loan or extension of credit
"Contributor"	A person making a contribution, including the contributor's spouse.
"Donation"	Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in
	their district
"Donor"	An individual and spouse, a business entity, or an individual who owns a business entity in whole or in
	part, or is pperated by the individual, that is the subject of a council agenda item.
"Benefiting"	Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and
	other award that council will vote on

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of \$500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92,

#### Contributor / Donor Information:

Full Name	Hector Luna
Business Name	Black Stallion Contractors, Inc.
Agenda liem Type	Contract Award
Relevant Department	Capital Improvement

#### 2025-0284 Wainwright, Nashville/Byron and Wadsworth Pedestrian Improvements

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.



I have NOT made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR



I have made campaign contributions or donations totaling an aggregate of \$500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT (\$)
Mayor	10/200,20	11210
District 1	NO S	85
District 2	HIS NO	80
District 3	HIS A	201
District 4	Sander 1	5/,/
District 5		
District 6	(FYA	5//
District 7	2 AL	
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.

2 3/5/2025 Signature: Date:

2025-0284 Wainwright, Nashville/Byron and Wadsworth Pedestrian Improvements



Legislation Text

#### File #: 25-628, Version: 2

# CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

#### DISTRICT, DEPARTMENT, CONTACT INFORMATION:

*Please choose District and Department from drop down menu. Please post exactly as example below. No Title's, No emails. Please use ARIAL 10 Font.* 

**All Districts** Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043 Internal Audit, Edmundo S. Calderon, (915) 212-1365

#### AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font. Populate the table to maintain proper formatting. Copy and paste the agenda language in the designated area below. You may include more language after the table. Just made sure all posting language is populated between "TITLE" and "END".

Request that the City Manager be authorized to sign a Service Agreement (Solicitation 2025-0191R) to review and audit of the City's Hotel Occupancy Tax Audit by and between the City of El Paso ("City") and Avenu Insights & Analytics, LLC ("Agency") for the Internal Audit Department for an initial three-year term; in an estimated amount of \$60,000 per year. The award also includes a one, 2-year option for an estimated amount of \$120,000. The total value of the contract is, including the initial term plus option, is an estimated, aggregated amount of \$300,000.

In accordance with this award the City Manager or designee is authorized to exercise future options. Additionally, the City Manager or designee is authorized to execute any documents and agreements necessary to effectuate the intent of this award; including but not limited to documents related to the collection of amounts owed or owing to the City of El Paso; upon review and approval by the City Attorney's Office.

#### Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$70,245.00 for the initial term, which represents a 30.57% increase due to price increases.

Department:	Internal Audit
Award to:	Avenu Insights & Analytics, LLC
City & State:	Centreville, VA
Item(s):	All
Initial Term:	3 Years
Option Term:	2 Years
Total Contract Time:	5 Years
Annual Estimated Award:	\$60,000.00

#### File #: 25-628, Version: 2

Initial Term Estimated Award:	\$180,000.00	
Option Term Estimated Award:	\$120,000.00	
Total Estimated Award:	\$300,000.00	
Account(s):	116 - 1000 - 12030 - 522150	
Funding Source(s):	General Fund	
District(s):	All	

This was a Request for Qualifications Procurement service contract.

The Purchasing & Strategic Sourcing and Internal Audit Departments recommend award as indicated to Avenu Insights & Analytics, LLC the highest ranked offeror based on the evaluation factors established in the evaluation criteria for this procurement.

It is requested that the City Manager be authorized to establish the funding sources and make any necessary budget transfers.

# CITY OF EL PASO, TEXAS AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM



DEPARTMENT: Internal Audit Purchasing & Strategic Sourcing

AGENDA DATE: May 28, 2025

#### PUBLIC HEARING DATE: NA

CONTACT PERSON NAME:	Edmundo S. Calderon, Chief Internal Auditor	PHONE NUMBER:	(915)212-1365
	Claudia A. Garcia, Director	PHONE NUMBER	(915)212-0043

#### DISTRICT(S) AFFECTED: All

#### SUBJECT:

Request that the City Manager be authorized to sign a Service Agreement (Solicitation 2025-0191R) to review and audit of the City's Hotel Occupancy Tax Audit by and between the City of El Paso ("City") and Avenu Insights & Analytics, LLC ("Agency") for the Internal Audit Department for an initial three-year term; in an estimated amount of \$60,000 per year. The award also includes a one, 2-year option for an estimated amount of \$120,000. The total value of the contract is, including the initial term plus option, is an estimated, aggregated amount of \$300,000.

In accordance with this award the City Manager or designee is authorized to exercise future options. Additionally, the City Manager or designee is authorized to execute any documents and agreements necessary to effectuate the intent of this award; including but not limited to documents related to the collection of amounts owed or owing to the City of El Paso; upon review and approval by the City Attorney's Office.

#### **BACKGROUND / DISCUSSION:**

This contract will allow a firm to perform, review and audit services with regard to the City's Local Hotel Occupancy Tax Revenues. Currently, the City of El Paso has approximately 105 hotel/motel establishments operating within the city. The review and audit program should include; ordinance, return and administration review, analysis and compliance review services, field audit services, comprehensive reporting and other services as deemed necessary.

#### **COMMUNITY AND STAKEHOLDER OUTREACH:**

A pre-proposal meeting was held on January 22, 2025. Three (3) suppliers were in attendance.

#### **SELECTION SUMMARY:**

Solicitation was advertised on January 14, 2025 and January 21, 2025. The solicitation was posted on City website on January 14, 2025. There were a total eleven (11) viewers online; three (3) proposals were received; none from local suppliers.

#### CONTRACT VARIANCE:

The difference based in comparison to the previous contract is as follows: An increase of \$70,245.00 for the initial term, which represents a 30.57% increase due to price increases.

#### **PROTEST**

No protest received for this requirement.

2025-0191R Hotel Occupancy Tax Audit

#### **PRIOR COUNCIL ACTION:**

NA

#### AMOUNT AND SOURCE OF FUNDING:

Amount: \$300,000.00 Funding Source: General Fund Account: 116 - 1000 - 12030 - 522150

#### **REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

Report any contributions or donations to City Council of an accumulated total of \$500 or more. Report the name of the elected official and the amount.

NAME	AMOUNT (\$)
Form was provided to the applicant	NA

#### 

#### DEPARTMENT HEAD:

Edmundo S. Calderon

Edmundo S. Calderon, Chief Internal Auditor

Claudia A. Garcia – Director of Purchasing & Strategic Sourcing

#### Project Form Request for Qualifications

Please place the following item on the Consent Agenda for the City Council Meeting of May 28, 2025.

#### Award Summary:

Request that the City Manager be authorized to sign a Service Agreement (Solicitation 2025-0191R) to review and audit of the City's Hotel Occupancy Tax Audit by and between the City of El Paso ("City") and Avenu Insights & Analytics, LLC ("Agency") for the Internal Audit Department for an initial three-year term; in an estimated amount of \$60,000 per year. The award also includes a one, 2-year option for an estimated amount of \$120,000. The total value of the contract is, including the initial term plus option, is an estimated, aggregated amount of \$300,000.

In accordance with this award the City Manager or designee is authorized to exercise future options. Additionally, the City Manager or designee is authorized to execute any documents and agreements necessary to effectuate the intent of this award; including but not limited to documents related to the collection of amounts owed or owing to the City of El Paso; upon review and approval by the City Attorney's Office.

#### **Contract Variance:**

The difference based in comparison to the previous contract is as follows: An increase of \$70,245.00 for the initial term, which represents a 30.57% increase due to price increases.

Department: Award to:	Internal Audit Avenu Insights & Analytics, LLC
City & State:	Centreville, VA
Item(s):	All
Initial Term:	3 Years
Option Term:	2 Years
Total Contract Time:	5 Years
Annual Estimated Award:	\$60,000.00
Initial Term Estimated Award:	\$180,000.00
Option Term Estimated Award:	\$120,000.00
Total Estimated Award	\$300,000.00
Account(s)	116 - 1000 - 12030 - 522150
Funding Source(s):	General Fund
District(s):	All

This was a Request for Qualifications Procurement service contract.

The Purchasing & Strategic Sourcing and Internal Audit Departments recommend award as indicated to Avenu Insights & Analytics, LLC the highest ranked offeror based on the evaluation factors established in the evaluation criteria for this procurement.

It is requested that the City Manager be authorized to establish the funding sources and make any necessary budget transfers.

				Committee Scoresheet
C	ITY OF EL PAS	SO RFQ SCORESHEET		
PROJECT: 2025-0191R Hotel Occupancy Tax Audit				
		Avenu Insights & Analytics, LLC Centreville, VA	Revenue Recovery Group, Inc Baton Rouge, LA	Sales Tax Assurance LLC dba HdL Companies Houston, TX
	MAX POINTS			
Factor A - General Overview of Agency and Services				
	15	14.67	14.00	12.33
Factor B - Experience – Comparable Contracts				
	30	30.00	21.67	21.33
Factor C - References				
	10	5.20	8.00	7.20
Factor D - Capacity and Capability of Agency's Resources				
	30	30.00	28.33	28.33
Factor E - Number of Hours Dedicated to Engagement				
	15	15.00	11.00	11.67
TOTAL SCORE	100	94.87	83.00	80.87
Rank		1	2	3



# CITY OF EL PASO REQUEST FOR QUALIFCATIONS TABULATION FORM



Bid Opening Date: February 12, 2025 Solicitation #: 2025-0191R Project Name: Hotel Occupancy Tax Audit **Department: Internal Audit** AMENDMENT(S) **OFFERORS NAME:** LOCATION: ACKNOWLEDGED: Centreville, VA Avenu Insights & Analytics, LLC YES SalesTax Assurance LLC dba HdL Companies Houston, TX YES **Revenue Recovery Group, Inc** Baton Rouge, LA YES RFQs SOLICITED: 371 LOCAL RFQs SOLICITED: 121 RFQs RECEIVED: 3 LOCAL RFQs RECEIVED: 0 NO BIDS: 4 NOTE: The information contained in this RFQ tabulation is for information only and does not constitute actual award/execution of contract.

Online Views for 2025-0191R Hotel Occupancy Tax Audit				
<u>No.</u>	Participant Name	<u>City</u>	<u>State</u>	
1	Revenue Recovery Group, Inc.	Baton Rouge	LA	
2	Avenu Insights & Analytics, LLC	Centreville	VA	
3	ekenex ventures and services	dallas	TX	
4	Ritz Safety LLC	Dayton	ОН	
5	Paso-Tex Industries LLC	El Paso	TX	
6	WOFFORD TRUCK PARTS (TE EL PASO,LLC)	EL PASO	TX	
7	Zeraus Iluminacion	El Paso	TX	
8	Toscano Construction, LLC	El Paso	TX	
9	Learnskilz Consultants LLC (N/A)	Fulshear	TX	
10	HdL Companies	Houston	TX	
11	Rockfleet Financial Services, Inc.	New York	NY	

# **RESOLUTION**

#### BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager be authorized to sign a Service Agreement (Solicitation 2025-0191R) to review and audit of the City's Hotel Occupancy Tax Audit by and between the City of El Paso ("City") and Avenu Insights & Analytics, LLC ("Agency") for the Internal Audit Department for an initial three-year term; in an estimated amount of \$60,000 per year. The award also includes a one, 2-year option for an estimated amount of \$120,000. The total value of the contract is, including the initial term plus option, is an estimated, aggregated amount of \$300,000.

In accordance with this award the City Manager or designee is authorized to exercise future options. Additionally, the City Manager or designee is authorized to execute any documents and agreements necessary to effectuate the intent of this award; including but not limited to documents related to the collection of amounts owed or owing to the City of El Paso; upon review and approval by the City Attorney's Office.

APPROVED this \_\_\_\_\_day of \_\_\_\_\_2025.

CITY OF EL PASO:

Renard U. Johnson Mayor

**ATTEST:** 

Laura D. Prine City Clerk

**APPROVED AS TO CONTENT:** 

Juan S. Gonzalez

Senior Assistant City Attorney

#### **APPROVED AS TO CONTENT:**

Claudia A. Garcia, Director Purchasing & Strategic Sourcing Department

Edmundo S. Calderon

Edmundo S. Calderon, Chief Internal Auditor Internal Audit Department

# STATE OF TEXAS)AGREEMENT FOR HOTEL OCCUPANCY TAX))AUDIT WITH AVENU INSIGHTS & ANALYTICS,COUNTY OF EL PASO)LLC

This Agreement for Franchise Fee Audits for the City of El Paso Internal Audit Department (the "Agreement") is entered into this \_\_\_\_ day of \_, 2025 ("Effective Date"), by and between the CITY OF EL PASO, a home rule municipal corporation of the State of Texas, (the "City") and AVENU INSIGHTS & ANALYTICS, LLC a Delaware Limited Liability Company, (the "Service Provider").

WHEREAS, the City solicited proposals for the services of hotel occupancy tax audits for the City's Internal Audit Department through a request for qualifications ("*RFQ*") No. 2025-0191R Hotel Occupancy Tax Audit; and

WHEREAS, the Service Provider possesses the qualifications, certifications, credentials, experience, and expertise to perform said hotel occupancy tax audit services for the City; and

**WHEREAS**, the City desires to engage the Service Provider to provide hotel occupancy tax audit services for the Internal Audit Department according to the specification of the RFQ.

IN CONSIDERATION of the mutual promises set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**SECTION I. TERM.** The effective date of this Agreement is as stated above and will remain in effect thereafter for (36) months from the effective date. The term of this Agreement may be extended for one additional, two-year period at the mutual agreement of the parties under the same terms and conditions herein.

**SECTION II. OTHER DOCUMENTS; CONFLICT.** The following documents comprise this Agreement:

- A City's Request for Qualifications No. 2025-0191R ("*RFQ*").
- B. Service Provider's Proposal ("Proposal").
- C. Fee Proposal
- D. This Supplemental Agreement including all Exhibits attached and incorporated to this Agreement.

The RFQ, and the Proposal are incorporated herein and made part of this Agreement for all purposes; provided, however, that in case of conflict in the language of the RFQ, the Proposal, and this Agreement, the terms and conditions of this Agreement shall control where they conflict with the RFQ and Proposal, and the terms and conditions of the RFQ shall control where they conflict with the Proposal.

**SECTION III.** SCOPE OF SERVICES. The Service Provider hereby agrees to perform the requested auditing services in accordance with the specifications of the City's RFQ, (attached and incorporated hereto as *Exhibit A*), the Proposal submitted by the Service Provider in response to the RFQ (attached and incorporated hereto as *Exhibit C*) pursuant to the terms and conditions set forth in the Contract Clauses of such RFQ and this Agreement. The scope of services identified within the RFQ and Proposal and clarified by this Agreement shall be referred to collectively as the "Services." All services shall be performed with reasonable care, skill, and diligence as would be practiced by the medical and scientific community within the County of El Paso, Texas.

The Service Provider will perform, review and audit services with regard to the City's Local Hotel Occupancy Tax Revenues. Currently, the City of El Paso has approximately 105 hotel/motel establishments operating within the city. The review and audit program should include, but not be limited to: Ordinance, return and administration review; Analysis and compliance review services; Field Audit Services; Comprehensive Reporting; and other services as deemed necessary.

The scope of work may change which the City will give notice in writing to the Service Provider of the changes of scope if applicable. The Service Provider and the City shall first agree in writing to the amendments to the scope of services before the amendment becomes part of this Agreement.

**SECTION IV. NON-EXCLUSIVE AGREEMENT.** This Agreement is non-exclusive. The City shall be entitled to enter into franchise fee audit service agreements with other properly selected individuals or businesses that qualify to provide auditing services.

**SECTION V. PRE-REQUISITE TO AGREEMENT.** The Service Provider shall comply with applicable state and local licenses, certifications, and other qualification requirements as a prerequisite to entering into this Agreement. The Service Provider shall provide auditing services through a Texas State Board of Public Accountancy and licensed by the State of Texas.

# SECTION VI. REPRESENTATIONS OF THE SERVICE PROVIDER. In addition to the

prerequisite qualifications required prior to entering into this Agreement, the Service Provider also agrees to comply with the following requirements:

- A. It will comply with all applicable federal, state, and local government laws, rules, regulations and all provisions of the City of El Paso Charter and the El Paso City Code, now existing or as may be amended, in the performance of its duties under this Agreement.
- **B.** The Service Provider, including each individual employed by the Service Provider and performing the services for the City, shall at all times during the performance of this Agreement maintain the licenses, certifications required by any applicable statute, ordinance, rule or regulation of any regulatory body having jurisdiction over the conduct of its operations hereunder. The Service Provider warrants that it is duly authorized and licensed to perform its duties hereunder in the jurisdiction in which it will act. It further warrants that its employees shall maintain all

required professional licenses during the term of this Agreement. If the Service Provider receives notice from a licensing authority of a suspension or revocation of a license of the Service Provider's employee(s), the Service Provider shall immediately remove such employee from performing any further services under this Agreement until such license is reinstated and in good standing and within 72 hours, notify the City of such actions. If the Service Provider fails to maintain such licenses or fails to remove any employee who performs services under this Agreement whose license has expired or been revoked or suspended, the City shall be entitled, at its sole discretion, to immediately terminate this Agreement upon written notice to the Service Provider.

- C. The City shall be informed of any changes to the Service Provider's personnel so that the City Manager may approve the qualifications of the different or additional Service Provider's personnel. Despite the City Manager's approval, the City shall in no event be obligated to any third party.
- **D.** The Service Provider shall not in any fashion discriminate in the performance of this Agreement against any person because of race, color, religion, national origin, sex, age, disability, political belief, sexual orientation or affiliation.

SECTION VII. INDEPENDENT SERVICE PROVIDER. Nothing herein shall be construed as creating a relationship of employer and employee between the parties hereto. The Service provider agrees to be responsible for its own acts and omissions and those of its subordinates and employees in the performance of any material services under this Agreement. The Service Provider is an independent Service Provider and nothing contained herein shall constitute or designate the Service Provider or any of his employees as employees of the City. Neither the Service Provider nor his employees shall be entitled to any of the benefits established for City employees, nor be covered by the City's Workers' Compensation Program.

**SECTION VIII. COMPENSATION AND INVOICES.** The City shall pay the Service Provider for each session of services at the rates set forth in the *Fee Proposal* attached hereto as *Exhibit C*. The Service Provider services shall be limited to those services delineated in the Section III of this Agreement. It is understood and agreed that the City shall not be liable for any costs that exceed the amount of this Agreement without the prior written approval of the City and compliance with applicable competitive bidding laws and City policies. Said approval must be obtained in writing prior to the Service Provider commencing the services that will result in the cost overrun.

The parties acknowledge and agree that the award of this Agreement is dependent upon the availability of funding. In the event that funds do not become available, the Agreement may be terminated, with a 30-day written notice to the Service Provider by the City. In such an event, the City shall incur no penalty or charge.

The Service Provider shall submit a monthly invoice to the Internal Audit Department for each month in which audit services are performed according to this Agreement. Invoices shall not be submitted more frequently than once per month. All invoices shall be made in writing and shall specify the number of sessions conducted by the type of services as provided in Section A of the RFQ. Invoices shall be delivered to the Chief Internal Auditor.

#### SECTION IX. [INTENTIONALLY DELETED]

**SECTION X. INSPECTIONS AND AUDITS.** The City reserves the right to inspect and audit the Service Provider's records. The Service Provider's records subject to review shall include but not be limited to records which, in the City's discretion, are connected with the Service Provider's work for the City and shall be open to inspection and subject to review and/or reproduction by the City's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of the Service Provider's compliance with Agreement requirements and to evaluate and verify all costs associated with services of this Agreement. The Service Provider agrees to provide the City with extracts of data files in computer readable format upon request by the City. Records review as described herein may require inspection and photocopying of selected documents from time to time at reasonable times and places. The Service Provider shall be required to keep such books and records available for such purposes for at least five (5) years after the performance under this Agreement ceases. Nothing in this provision shall affect the time for bringing a cause of action nor the applicable statute of limitations.

**SECTION XI. REPORTS.** The Service Provider shall provide monthly written report ("Utilization Reports") to the Police Chief of the services rendered pursuant to this Agreement. The Utilization Report shall provide an analysis of the progress of the program and recommendations. Oral reports detailing the progress of the Employee Assistance Program may be requested as the City deems reasonably necessary.

**SECTION XII. INSURANCE REQUIREMENTS.** With no intent to limit the Service Provider's liability or the indemnification provisions set forth hereinafter, the Service Provider shall provide and maintain the following insurance in full force and effect at all times during the term of this Agreement and any extensions thereto. The City shall be provided with certificates of insurance evidencing the required insurance prior to the Effective Date of this Agreement and thereafter with certificates evidencing renewal or replacement of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies.

#### A. INSURANCES

1. Worker's Compensation. A third-party policy of Workers' Compensation insurance coverage providing Statutory Benefits according to the Workers Compensation Act of the State of Texas and/or any other state or federal law as may be applicable to the work and shall cover all of the persons engaged in the work.

2. Commercial Liability, Property Damage Liability and Vehicle Liability Insurance. The Service Provider shall procure and shall maintain during the life of this Agreement such Commercial General Liability, Property Damage Liability and Vehicle Liability Insurance as shall protect the Service Provider and the Service Provider's employees performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from services performed under this Agreement, whether such services be performed by the Service Provider or by anyone directly employed by the Service Provider. The minimum limits of liability and coverage shall be as follows:

a) <u>Commercial General Liability</u> Personal Injury or Death \$1,000,000 for each person \$1,000,000 in the aggregate

> Property Damage \$1,000,000 for each occurrence \$1,000,000 in the aggregate

b) <u>Vehicle Liability</u> Combined Single Limit \$1,000,000 per accident

**B.** ERRORS AND OMISSIONS LIABILITY INSURANCE. The Service Provider shall procure and maintain, at the Service Provider's sole expense, Professional Liability Insurance (Such as errors and omissions insurance) for the benefit of the City to cover the errors and omissions of the Service Provider, its principals or officers, agents or employees in the performance of this Agreement with a limit of ONE MILLION AND 00/100 DOLLARS (\$1,000,000) on a claims made basis.

C. FORM OF POLICIES. The insurance required herein may be in one or more policies of insurance, the form of which must be approved by the City's Risk Manager.

**D. ISSUERS OF POLICIES.** The issuer of any policy must have a certificate of authority to transact insurance business in the State of Texas. Each issuer must be responsible, reputable, and have financial capability consistent with the risks covered. Each issuer shall be subject to approval by the City's Risk Manager in his sole discretion as to conformance with these requirements.

**E. INSURED PARTIES.** Each policy, except those for Workers' Compensation and Employer's Liability, must name the City of El Paso (and their elected and appointed officials, officers, agents and employees) as Additional Insured parties on the original policy and all renewals or replacements during the term of this Agreement.

**F. MATERIAL CHANGE IN POLICY(IES).** Prior to any material change in any policy required herein, the City will be given sixty (60) days advance written notice by registered mail. Further, the City will be immediately notified of any reduction or possible reduction in aggregate limits of any such policy where such reduction, when added to any previous reductions, would exceed twenty-five percent (25%) of the aggregate limits.

**G. CANCELLATION.** Each policy must expressly state that it may not be canceled or nonrenewed unless sixty (60) days advance notice of cancellation or intent not to renew is given in writing to the City's Purchasing Manager by the insurance company. The Service Provider shall also give written notice to the City's Purchasing Manager within fifteen (15) days of the date upon which total claims by any party against the Service Provider reduce the aggregate amount of coverage below the amounts required by this Agreement. **H. DELIVERY OF POLICIES.** The originals of all policies referred to above, or copies thereof certified by the agent or attorney-in-fact issuing them together with written proof that the premiums have been paid, shall be deposited by the Service Provider with the City's Purchasing Manager prior to beginning work under this Agreement, and thereafter before the beginning of each subsequent year of the term of this Agreement. Notices and Certificates required by this clause shall be provided to:

City of El Paso Purchasing & Strategic Sourcing Department Attn: Managing Director 300 N. Campbell El Paso, TX 79901

Notwithstanding the termination notice provisions in this Agreement, the failure of the Service Provider to provide the City's Purchasing Manager with the above proof of insurance prior to beginning work and thereafter prior to the beginning of each year of the term of this Agreement, shall constitute a default on the part of the Service Provider entitling the City, upon three (3) days written notice to the Service Provider to terminate this Agreement. This default provision shall also apply to the proof of insurance requirements under circumstances where a policy is canceled or expires during a given year of the Agreement. Notwithstanding the proof of insurance requirements set forth above, it is the intention of the parties hereto that the Service Provider, throughout the term of this Agreement, continuously and without interruption, maintain in force the required insurance coverage set forth above. Failure of the Service Provider to comply with this requirement shall constitute a default of the Service Provider allowing the City, at its option, to terminate this Agreement as referenced above.

**SECTION XIII. TERMINATION OF AGREEMENT.** In addition to those termination provisions otherwise provided herein, this Agreement may be terminated under any one of the following circumstances:

A. TERMINATION FOR CONVENIENCE: This Agreement may be terminated by the City upon written notice, provided such notice specifies an effective date for cancellation of not less than thirty (30) calendar days from the date such notice is received. It is also understood and agreed that upon such notice of termination, the Service Provider shall cease all services under this Agreement. Upon such termination, the Service Provider shall provide a final invoice for all work completed prior to the City's notice of termination. The City shall compensate the Service Provider in accordance with this Agreement; however, the City may withhold any payment to the Service Provider for the purpose of set off until such time as the exact amount of damages due the City from the Service Provider is determined. Nothing contained herein, or elsewhere in this Agreement, shall require the City to pay for any work which is unsatisfactory, incomplete or not in compliance with the terms of this Agreement and its attachments.

**B. TERMINATION FOR DEFAULT:** It is further understood and agreed by the Service Provider and the City that either party may terminate this Agreement for cause. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate after thirty (30)

consecutive calendar days, enumerating the failures for which the termination is being sought; b) a minimum of fifteen (15) consecutive calendar days to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination.

However, the City retains the right to immediately terminate this Agreement for default if the Service Provider fails to maintain its licenses, certifications and other standards required to be a qualified Service Provider pursuant and the laws of the State of Texas or violates any local, state or federal laws. In the event of termination by the City pursuant to this subsection, the City may withhold payments to the Service Provider for the purpose of set off until such time as the exact amount of damages due the City from the Service Provider is determined.

SECTION XIV. INDEMNIFICATION. SERVICE PROVIDER OR ITS INSURER WILL INDEMNIFY, DEFEND AND HOLD THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS FOR AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE, (INCLUDING BUT NOT LIMITED TO ATTORNEY FEES AND COSTS) FOR ANY DAMAGE TO OR LOSS OF ANY PROPERTY, OR ANY ILLNESS, INJURY, PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF SERVICES, OR DEATH TO ANY PERSONARISING OUT OF OR RELATED TO THIS AGREEMENT. Without modifying the conditions of preserving, asserting or enforcing any legal liability against the City as required by the City Charter or any law, the City will promptly forward to Service Provider every demand, notice, summons or other process received by the City in any claim or legal proceeding contemplated herein. Service Provider will 1) investigate or cause the investigation of accidents or occurrences involving such injuries or damages; 2) negotiate or cause to be negotiated the claim as the Service Provider may deem expedient; and 3) defend or cause to be defended on behalf of the City all suits for damages even if groundless, false or fraudulent, brought because of such injuries or damages. Service Provider will pay all judgments finally establishing liability of the City in actions defended by Service Provider pursuant to this section along with all attorneys' fees and costs incurred by the City including interest accruing to the date of payment by Service Provider, and premiums on any appeal bonds. The City, at its election, will have the right to participate in any such negotiations or legal proceedings to the extent of its interest. The City will not be responsible for any loss of or damage to the Service Provider's property from any cause.

#### SECTION XV. GENERAL PROVISIONS.

**A. TIME IS OF THE ESSENCE.** The Service Provider understands and agrees that time is of the essence for all services and deliverables requested herein and that all tasks of this Agreement are to be completed as expeditiously as possible.

**B. SUCCESSOR AND ASSIGNS.** The Service Provider shall not assign or attempt to convey an interest in this Agreement without the prior written consent of the City. This Agreement shall be terminable, at the discretion of the City, without notice to the Service Provider if the Service Provider shall attempt to assign without prior written consent.

C. VENUE. For purpose of determining place of Agreement and the law governing the same,

this Agreement is entered into in the City and County of El Paso, the State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

**D. LEGAL CONSTRUCTION.** Every provision of this Agreement is severable, and if any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement. Where the context of the Agreement requires, the singular shall include the plural and the masculine gender shall include feminine. Any reference to the City Manager in this Agreement shall mean the City Manager of the City of El Paso or her designee.

E. COMPLIANCE WITH LAW. The Service Provider shall comply with all Federal, State and local laws and ordinances applicable to the work contemplated herein.

**F. NOTICE.** Any notice, demand, request, consent or approval that either party may or is required to provide to the other party be in writing and either personally delivered or sent via certified mail, return receipt requested, postage prepaid, to the following addresses:

CITY:	City of El Paso City Manager P.O. Box 1890 El Paso, Texas 79950-1890
With Copy to:	City of El Paso Internal Audit P.O. Box 1890 El Paso, Texas 79950-1890
SERVICE PROVIDER:	Avenu Insights and Analytics, LLC Attn: Daniel Wurz 5860 Trinity Parkway, Suite 120 Centreville, VA 20120

Changes may be made to the names and addresses noted herein through timely written notice to the other party.

**G.** FORCE MAJEURE. The Service Provider shall not be responsible or liable for any loss, damages or delay caused by force majeure which is beyond the control of the parties to this Agreement, including but not limited to riot, insurrection, embargo, fire or explosion, the elements, acts of nature, epidemic, war, earthquake, flood or the official act of any government.

**H. COMPLETE AGREEMENT.** This Agreement constitutes and expresses the entire agreement between the parties hereto in reference to the services described in this Agreement for the City, and in reference to any of the matters or things herein provided for, or hereinbefore discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

25-4784-TRAN-609444-2025-0119R Hotel Occupancy Tax Audit Service Agreement-JSG

214

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement at El Paso, Texas effective as of the first date appearing heretofore.

#### CITY OF EL PASO:

Dionne Mack City Manager

#### **APPROVED AS TO FORM:**

Juan S. Gonzalez

Senior Assistant City Attorney

Claudia A/Garcia, Director Purchasing & Strategic Sourcing Department

**APPROVED AS TO CONTENT:** 

Edmundo S. Calderon

Edmundo Calderon, Chief Internal Auditor Internal Audit Department

# THE STATE OF TEXAS § COUNTY OF EL PASO §

#### ACKNOWLEDGEMENT

(Signatures continue on following page)

This instrument was acknowledged before me on this day of ,2025,

by Dionne Mack, as City Manager of the City of El Paso, Texas.

My commission expires:

Notary Public, State of Texas

#### **SERVICE PROVIDER:**

Avenu Insights and Analytics, LLC a Delaware Limited Liability Company By: michael Printed Name: FD Title:

Common wealth of Virginia -THE STATE OF \_\_\_\_\_\_ § ACKNOW THE COUNTY OF Fair fax

ACKNOWLEDGEMENT

This instrument was acknowledged be	fore me on this	12 day of	Mary.
2025, by Michael Meika	[name], as	CFO	[title]

of the Avenu Insights and Analytics, LLC, a Delaware Limited Liability Company.

My commission expires:

2028



Commenwealth of Virginia

-16

Notary Public, State of

# EXHIBIT A

### RFQ NO. 2025-0191R

Hotel Occupancy Tax Audit



# 2025-0191R Addendum 1

# **Hotel Occupancy Tax Audit**

Issue Date: 1/14/2025 Questions Deadline: 1/29/2025 05:00 PM (MT) Response Deadline: 2/12/2025 02:00 PM (MT)

# **Contact Information**

Contact: Paula Salas Address: Purchasing & Strategic Sourcing City 1 300 N. Campbell St. El Paso, TX 79901 Phone: 1 (915) 262-9901 Email: SalasPX@elpasotexas.gov

# **Event Information**

Number:	2025-0191R Addendum 1
Title:	Hotel Occupancy Tax Audit
Туре:	Request for Qualifications
Issue Date:	1/14/2025
Question Deadline:	1/29/2025 05:00 PM (MT)
Response Deadline:	2/12/2025 02:00 PM (MT)
Notes:	

The City reserves the right, at its sole discretion, to adjust this Schedule of Events as it deems necessary. If necessary, the City will communicate adjustments to any event in the Schedule of Events in the form of an amendment.

Event	Date and/or Time
Release	01/14/2025
Non-Mandatory Pre-Proposal Conference (Recommended to attend)	On Wednesday January 22, 2025 @ 10:30 A.M.(MST) Location: Microsoft Teams Conference Call
	Click here to join the meeting
	Meeting ID: 239 411 033 72
	Passcode: 2Nd3gm2v
	Download Teams   Join on the web
	Or call In (audio only)
	Call Number: (915) 213-4096
	Conference ID: 400 888 095#
Question Deadline	01/29/2025
Answers Provided	02/05/2025
Bid Due Date	02/12/2025 @ 2:00 P.M.

Bid Opening and Reading	02/12/2025 @ 2:30 P.M. The City of El Paso, Texas will be broadcasting Bid Openings Live at <u>https://www.elpasotexas.gov/purchasing/</u>
Evaluation	March 2025
Contract Award Date (approx.)	April 2025
Mail To or Hand Deliver To:	
City of El Paso Purchasing & Strateg	gic Sourcing Department
300 N. Campbell, 1st Floor El Paso,	TX 79901-1153

# Ship To Information

Contact: Miguel A. Montiel Address: Internal Audit City 2 218 N Campbell St. El Paso, TX 79901 Phone: 1 (915) 212-1367 MontielMA@elpasotexas.gov Email:

# **Billing Information**

Contact: Miguel A. Montiel Address: Internal Audit City 2 218 N Campbell St. El Paso, TX 79901 1 (915) 212-1367 Phone: MontielMA@elpasotexas.gov Email:

# **Bid Attachments**

# Factor B - Experience - Comparable Contract Form #1.pdf

Download PDF file, open file, fill out required fields, save to your computer and upload to the "Response Attachments" tab

# Factor B - Experience - Comparable Contract Form #2.pdf

Download PDF file, open file, fill out required fields, save to your computer and upload to the "Response Attachments" tab

# Factor B - Experience - Comparable Contract Form #3.pdf

Download PDF file, open file, fill out required fields, save to your computer and upload to the "Response Attachments" tab

# Factor B - Experience - Comparable Contract Form #4.pdf

Download PDF file, open file, fill out required fields, save to your computer and upload to the "Response Attachments" tab

# Factor B - Experience - Comparable Contract Form #5.pdf

Download PDF file, open file, fill out required fields, save to your computer and upload to the "Response Attachments" tab

# Amendment Acknowledgement (For Paper Bids Only).pdf

Download, complete, print and submit with paper bid

# 2025-0191R Addendur 219

# **Download**

**Download** 

# **Download**

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**Download** 

Download PDF file, open file, fill out required fields, save to your computer and upload to the "Response Attachments" tab

# Certification Regarding Discrimination Against Firearm & Ammunition Industries.pdf

Download PDF file, open file, fill out required fields, save to your computer and upload to the "Response Attachments" tab

# Certification Regarding Terrorist Organizations & Boycotting of Israel.pdf

Download PDF file, open file, fill out required fields, save to your computer and upload to the "Response Attachments" tab

# CIQ Form.pdf

Download PDF file, open file, fill out required fields, save to your computer and upload to the "Response Attachments" tab

# Form\_1295\_Instructions\_and\_Example.pdf

Download PDF file, open file, follow instructions, file Form 1295 online, submit the filed form signed and upload to the "Response Attachments" tab

# Indebtedness Affidavit.pdf

Download PDF file, open file, fill out required fields, save to your computer and upload to the "Response Attachments" tab

# Non Collusion and Business Disclosure Affidavit.pdf

Download PDF file, open file, fill out required fields, save to your computer and upload to the "Response Attachments" tab

# Subcontractors Form.pdf

Download PDF file, open file, fill out required fields, save to your computer and upload to the "Response Attachments" tab

# W-9.pdf

Download PDF file, open file, fill out required fields, save to your computer and upload to the "Response Attachments" tab

# 2025-0191R A001.pdf

Download and Review Amendment A001

# Requested Attachments

# Upload Factor A - General Overview of Agency and Services

(Attachment required)

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

# Upload Factor B - Experience – Comparable Contract - Form #1

(Attachment required)

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

# Deadline: 2/12/2025 02:00 PM (MT)

# Download

Download

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**Download** 

# **Download**

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# Upload Factor B - Experience – Comparable Contract - Form #2

(Attachment required)

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

# Upload Factor B - Experience – Comparable Contract - Form #3

(Attachment required)

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

# Upload Factor B - Experience – Comparable Contract - Form #4

(Attachment required)

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

# Upload Factor B - Experience – Comparable Contract - Form #5

(Attachment required)

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

# Upload Factor D - Capacity and Capability of Agency's Resources

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

# Upload Factor E - Number of Hours Dedicated to Engagement

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

# **CIQ Form - Upload Completed Document**

(Attachment required)

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

# Certification Regarding Boycotting of Energy Company - Upload Completed Document

(Attachment required)

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

# Certification Regarding Discrimination Against Firearm & Ammunition Industries - Upload Completed Document

(Attachment required)

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

# Certification Regarding Terrorist Organizations & Boycotting of Israel - Upload Completed Document

(Attachment required)

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

# Completed Form 1295 - Upload Completed Document

(Attachment required)

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

# **Disclosures - Upload Completed Document**

(Attachment required)

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

# **Financial Responsibility Document - Upload Completed Document**

(Attachment required)

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

# Indebtedness Affidavit - Upload Completed Document

(Attachment required)

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

# Non-Collusion and Business Disclosure Affidavit - Upload Completed Document

(Attachment required)

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

# Upload Disclosure of Campaign Contributions and Donations

(Attachment required)

I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.

# W-9 - Upload Completed Document

(Attachment required)

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

# **Bid Attributes**

# 1 City of El Paso Mission, Vision and Values

# **MISSION**

Deliver exceptional services to support a high quality of life and place for our community

# VISION

Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government

# VALUES

Integrity Respect Excellence Accountability People

# 2 Organizational Profile

The City of El Paso was incorporated in 1873, and spans over 255 square miles. Located at the confluence of two countries, the United States and Mexico; and three states, Texas, Chihuahua and New Mexico, the City of El Paso serves just under 700,000 residents. The City of El Paso is the 22nd largest city in the United States and the 6th largest city in Texas.

As part of the largest binational metroplex in the Western Hemisphere, the City of El Paso serves as the epicenter to a global, cultural and economic population of 2.5 million people. Among the fastest growing metropolitan areas in the nation, the City engages in systemic processes, empowering effective planning and increasing efficiency in order to be ready to respond to emerging changes.

The City of El Paso has faced three unprecedented events that have required action, resolve and resilience. El Paso Strong is the mantra that expresses the community's shared focus to mobilize and take care of one another when facing: the humanitarian crisis created by the surge of asylum seekers crossing the border from Mexico into the US; the aftermath of the August 3, 2019, mass shooting tragedy; and the continuing response and recovery needs required during the ongoing COVID-19 pandemic. The City's organizational culture embodies the relentless spirit of the El Paso Strong mantra through a proactive commitment to providing a supportive workforce environment, empowering the organization to take care of the community through continuous improvement of service delivery, supporting a high quality of life and place for the community.

# 3 Strategic Goal 6: Set the Standard for Sound Governance and Fiscal Management

Strategic Plan Subsection 6.6: Ensure continued financial stability and accountability through sound financial management, budgeting and reporting

# 4 Expiration Notice

The offeror agrees, to furnish all items [supplies or services] at the prices offered, and delivered at the designated point or points, within the time set forth in the SCHEDULE, if this bid is accepted within ONE HUNDRED TWENTY [120] consecutive days from the date set for the receipt of proposals. All proposals shall expire on the 120th day after the proposals are open unless the City of El Paso requests an extension of the proposals in writing and the offeror agrees to extend in writing.

□ I confirm that I have read, understand and agree (Required: Check if applicable)

# 5 Solicitation Purpose

The City of El Paso is soliciting Proposals for hotel occupancy tax audit, primarily for the Internal Audit Department. The City shall order all of its services from one successful offeror from time to time as needed. Only personnel from Internal Audit Department are authorized to directly place orders against this Contract. Personnel from other City departments may only utilize this contract with express written authorization from Internal Audit Department and only if the additional usage is within reasonableness given the total awarded amount of the Contract.

# 6 Public Disclosure of Proposal Information

Offerors are cautioned that once a proposal is opened, all information contained therein will be available to the public unless the information is excepted from the requirements of Government Code Section 552.021 pertaining to Open Records. The exception that allows the City to protect information that, if released, would give advantage to a competitor or offeror does not apply after the procurement process is complete and the contract has been awarded. *Trade secrets, commercial or financial background data and privileged or confidential information* may be excepted from public inspection. If any information contained in your offer qualifies for an exception because it falls into one of the categories above it should be clearly marked "CONFIDENTIAL" at the top right corner using minimum of 14+ font size and the basis of your claim of confidentiality has to be stated. Data so identified will be maintained as a protected record. Offerors who claim that information contained in a proposal should be protected from public disclosure after the award of the contract may be asked to support such claim if the City receives an Open Records request for the information and requests a determination by the Attorney General. [Rev.6/26/2023]

## IMPORTANT NOTICE

Note: Any changes in due date or material changes for any solicitation will be posted on https://elpasotexas.ionwave.net/CurrentSourcingEvents.aspx

It is the offeror's responsibility to ensure that they have all pertinent information regarding solicitations, including all amendments prior to submitting their proposal. For paper submissions, please refer to lonwave system <a href="https://elpasotexas.ionwave.net/Login.aspx">https://elpasotexas.ionwave.net/Login.aspx</a> to ensure you have viewed and received all amendments prior to submitting your formal proposal.

Recommendation(s) for formal awards shall be posted on the City's website the Thursday afternoons prior to the Tuesday City Council and/or Mass Transit meetings wherein the recommendation shall be presented. Offerors are responsible for monitoring the City's website for postings and awards.

□ I confirm that I have read, understand and agree (*Required: Check if applicable*)

# 7 Title 2, Chapter 2.92, Section 2.92.080 Disclosure of Campaign Contributions and Donations

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.** 

Click here to view Ordinance No. 019581

# Click here to download the Disclosure of Campaign Contributions and Donations form

# Complete and upload to "Response Attachments" tab

□ I have read, downloaded and completed form (*Required: Check if applicable*)

# 8 Wage Theft

## The City of El Paso Code – Chapter 3.46

3.46.010 Definition

# 1. Wage Theft Adjudication occurs when:

(1) Employer is criminally convicted as an employer pursuant to Section 61.019 of the Texas Labor Code for failure to pay wages; or

(2) Injunctive relief is granted in district court under Section 61.020 of the Texas Labor Code against the employer for repeated failures to pay wages as required by Chapter 61 of the Texas Labor Code; or

(3) A wage payment determination order becomes final under Section 61.055 or Section 61.060 of the Texas Labor Code; or

(4) The Texas Workforce Commission assesses an administrative penalty under Section 61.053 of the Texas Labor Code against the employer for acting in bad faith in not paying wages as required by Chapter 61 of the Texas Labor Code; or

(5) Employer is convicted for Theft of Service under Section 31.04 of the Texas Penal Code; or

(6) Court of competent jurisdiction finds that an employer engaged in wage theft.

2. Employee and employer have the meanings by Texas Labor Code, Section 61.001.

**3. Wages** means compensation owed by an employer for labor or services rendered by an employee, whether computed on a time, task piece, commission or other basis.

4. Wage Enforcement Coordinator shall mean the person designated by the City Manager to receive and investigate claims of wage theft and to create, maintain a Wage Theft database.

5. Wage Theft Complaint means a written complaint filed with the Wage Theft Coordinator alleging any instance of wage theft by an employer.

## Section 3.46.020 Wage Theft Coordinator

A. Appointment. The City Manager shall designate a Wage Theft Coordinator to perform the duties identified in this Section.

B. Duties. The Wage Theft Coordinator shall:

1. Wage Theft Adjudication Database- the Wage Theft Coordinator shall create and maintain a database of employers located or operating within the City of El Paso who have a Wage Theft Adjudication record. The Wage Theft Database will be created on a "complaint basis" and populated with information provided by third parties. The Wage Theft Coordinator shall be under no obligation to investigate wage theft or to prosecute complaints.

2. Substantiate whether a proposed party to a City Contract has a Wage Theft Adjudication record or part of the Wage Theft Adjudication Database.

3. Receive, review, and process wage theft complaint according to the process established in Section 3.46.040.

4. Coordinate with the Purchasing Director to ensure that the notice of the City's Wage Theft ordinance is included in all the City's bid documents.

5. Provide and present an annual report to City Council regarding the number of employers in the Wage Theft Adjudication Database and an update on the status of the enforcement of the City's Wage Theft ordinance.

## Section 3.46.030 Wage Theft Adjudication Database

A.Inclusion in Database. No employer shall be included in the database until the Wage Theft Coordinator has:

1. Confirmed that an employer has a Wage Theft Adjudication record;

2. Provided written notice at the address provided by the complainant, or on the documents evidencing the wage theft adjudication of the inclusion of the employer in the Wage Theft Adjudication Database.

3. Allowed the employer thirty (30) days from the date of the notice to protest the employer's inclusion in such database and provide the Wage Theft

Coordinator evidence that the employer should not be included in the Wage Theft Adjudication Database. In the case of a wage theft judgment, the Wage Theft Coordinator shall not include the employer in the Database upon proof of full payment of outstanding wage theft adjudication judgment.

**B.** Identity of Employer. An employer operating as a business entity shall be listed by its corporate name, address and type of business organization. If the employer is an individual, the person's name, business address, type of business or occupation shall be included.

C. Removal from Database. An employer shall be removed from the database if:

1. A Wage Theft Adjudication has been annulled, withdrawn, overturned, rescinded or abrogated, and such fact has been confirmed by the Wage Theft Coordinator; or

2. Employer provides proof of full payment of an outstanding wage theft adjudication judgment; or

3. Five (5) years or more has elapsed since the date of the employer's most recent Wage Theft Adjudication.

#### Section 3.46.040 Wage Theft Complaints Procedure

A. Non- City Contracts. If no City contract is involved, the Wage Theft Coordinator shall assist persons with wage theft complaints by referring the complaint to the Texas Workforce Commission.

#### B. City Contracts.

1. Filing a Complaint. A person employed in connection with a city contract who has a good faith belief that he is the victim of wage theft may file a wage theft complaint with the Wage Theft Coordinator in writing. The complaint shall contain fact including but not limited to: identity of the employer, date(s) on or during which the wages were earned and were due to be paid, the amount of the wages alleged to have been withheld or unpaid.

2. Notification and Resolution of the Complaint. The Wage Theft Coordinator shall notify the employer of the receipt of the wage theft complaint. Employer shall attempt to resolve the alleged issue with the affected employee by written agreement within thirty (30) days from the receipt of the City notification. Employer shall notify the Wage Theft Coordinator if the issue was resolved between the Employer and the affected employee.

3. Texas Workforce Commissions.

(a) If no resolution is achieved, the complainant shall be referred to the Texas Workforce Commission ("Commission").

(b) The Wage Theft Coordinator shall seek to determine status of the complaint at the commission. The Wage Theft Coordinator shall place Employer in the Wage Theft Adjudication Database if it appears that the Commission has made a finding that wage theft occurred.

#### Section 3.46.050 Retaliation Prohibited

A. No City Contractor shall retaliate against any person who has filed a wage theft complaint pursuant to this Chapter. Retaliation means action to discharge from employment, discipline, or otherwise punish an employee for filing a wage theft complaint in good faith.

B. If the Wage Theft Coordinator determines that retaliation has occurred, the Wage Theft Coordinator shall refer the matter to the City Attorney for appropriate action.

#### Section 3.46.060. Sanctions And Penalties- City Contracts

#### A. Existing City Agreement.

1. In the event the City becomes aware of the fact an Employer acting under a contract which was awarded prior to the effective date of this Ordinance has been adjudicated for wage theft, the City may terminate the contract.

2. Prior to terminating the contract the City will provide Employer with thirty (30) days' notice and opportunity to provide full proof of payment of outstanding wage theft adjudication judgment.

3. The award of future City contracts after termination of an existing contract due to an Employer's wage theft adjudication shall be managed as a New City Agreement in this section.

#### B. New City Agreement.

1. In the event the City becomes aware an Employer with a wage theft adjudication record has submitted a bid or proposal for City work prior to the award of a contract, the City shall deem the Employer non-responsible and refuse to enter into a City Agreement with such Employer for a period of

five (5) years after the date of final adjudication.

2. Prior to deeming the Employer as non-responsible, the City will provide the Employer with thirty (30) days' notice and opportunity to provide full proof of payment of outstanding wage theft adjudication judgment.

# 9 Cooperative Purchasing

This contract may be utilized for purchases by other local government entities under an interlocal cooperation agreement, Texas Government Code Chapter 791. Any contract award by the City of El Paso on behalf of another local government entity shall be contingent upon the issuance of a purchase order or execution of a separate contract by the other local government entity. The Contractor must deal directly with the local government entity concerning the placement of orders, issuance of the purchase order, insurance certificates, contractual disputes, invoicing and payment or any other terms and conditions that the other local government entity may require. The actual utilization of this contract award by the other local government entity.

The City of El Paso is acting on the behalf of other local government entities for the sole purpose of complying with Texas competitive bidding requirements and shall not be held liable for any costs, damages, etc. incurred by any bidder with regard to any purchase by another local government entity. The City of El Paso shall be legally responsible only for payment for goods and services in the quantities detailed in the City's own purchase order or contract.

# 1 Cost Preparation

This solicitation does not commit the City of El Paso to pay any costs incurred in preparing and submitting a proposal or to contract for the services specified. This solicitation is not to be construed as a contract or a commitment of any kind, nor does it commit the City of El Paso to pay for any costs incurred in the preparation of a formal presentation, or for any costs incurred prior to the execution of a formal contract.

# Cone of Silence

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### Cone of Silence/Anti Lobbying Policy

The City's Cone of Silence/Anti Lobbying Policy was adopted to ensure a fair and competitive bidding environment by preventing communication between City officials, employees, or representatives and parties involved in the bidding process that could create an unfair advantage to any party with respect to the award of a City contract.

During the period of in which the City has issued a solicitation, including a competitive bid, request for proposal (RFP), request for qualifications (RFQ), highest qualified bid (best value), competitive sealed proposals, design-build, public-private partnership, any other type of solicitation required by law, or the giving of a notice of a proposed project, which shall begin on the day that is advertised and end on the date that the notice of the award has been posted by the City Clerk for placement on the agenda, no person or registrant shall engage in any lobbying activities with City officials and employees.

For an unsolicited or competing proposal for a public-private partnership, the period in which no person or registrant shall engage in any lobbying activities with City officials and employees shall begin on the date that the City receives a notice of intent to submit an unsolicited proposal and end on the date the notice of award has been posted by the City clerk for placement on the agenda.

If contact is required with City employees, such contact will be done in accordance with procedures incorporated into the solicitation document and the City's contracting policies. Any person or entity that violates this provision may be disqualified in accordance with Section 2.94.130 of this chapter. Furthermore, any person who knowingly or intentionally violates the provisions of this policy, with respect to the solicitation or award of a discretionary contract may be prohibited by the City council from entering into any contract with the City for a period not to exceed three years.

The Cone of Silence/Anti Lobbying Policy prohibits any communication or lobbying activities during the Cone of Silence period, by any person, including but not limited to, bidders, lobbyists or consultants of bidders, service providers or potential vendors and any the following:

1. City Staff and City Consultants, including any employee of the City of El Paso, any person retained by the City of El Paso as a Consultant on the project, or any person having participated in the development, design, or review of documents related to the project.

2. City Officials, including the Mayor, Council Representatives and their respective staff.

3. Members of the City's Selection Committee, whether City employees or outside experts appointed or selected by the City.

#### The Cone of Silence/Anti Lobbying Policy does not apply to:

1. <u>Questions of Process and Procedure</u>, including oral communications with the Purchasing Director or Bid Administrator, provided the communications are strictly limited to matters of process or procedure already contained in the solicitation document. A minimum of ten days will be provided for questions during solicitation unless otherwise stated in the Solicitation Schedule of Events in the documents.

2. <u>Pre-Proposal/Pre-Bid Conferences</u>, including oral communications at pre-proposal or pre-bid conferences, oral presentations before selection committees, contract negotiations, and public presentations made to the Mayor and Council Representatives during a duly noticed public meeting.

3. Written Communications, to the Purchasing Analyst/Agent identified in the solicitation.

# **Requests for Clarifications**

In order to meet the City's schedule for awarding this requirement it is extremely important that requests for clarification or additional information, or requests for a change in the specifications, be submitted in the online bidding system no later than the date indicated in the Schedule of Events for this solicitation. Questions submitted after this date may not elicit a response.

Offerors shall promptly notify the Purchasing & Strategic Sourcing Department of any ambiguity or inconsistency which they may discover upon examination of a solicitation document. During the proposal process, offeror <u>shall not</u> contact any City staff except those designated in this solicitation or in subsequent documentation. Non-compliance with this provision may result in rejection of the bid involved.

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# Contract Term and Contract Officer Information

#### **Initial Term**

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The successful Offeror(s) shall complete all work hereunder within the terms of the contract. The initial contract period shall be for three (3) years starting as indicated in Award Letter.

#### **Option Terms**

The City of El Paso shall have the option to extend the term of the Contract for up to one (1) additional term of two (2) years. The City Manager or designee may extend the option to extend.

## Contracting Officer (CO) and Contracting Officer's Representative (COR)

Acceptance of services will be the responsibility of the Contracting Officer (CO), who also serves as City of Paso Purchasing Director, or designee. The Contracting Officer is responsible for final approval and acceptance of all services rendered. Upon contract execution, the Contracting Officer will delegate a Contracting Officer's Representative (COR) and Department Contracts Administrator(s) (DCAs) to assist with the administration of the resultant Contract.

# Scope of Work and Minimum Requirements

#### **Background Information**

The City of El Paso, Texas is interested in hiring an agency to perform, review and audit services with regard to the City's Local Hotel Occupancy Tax Revenues. Currently, the City of El Paso has approximately 105 hotel/motel establishments operating within the city. The review and audit program should include, but not be limited to:

- Ordinance, return and administration review.
  - Recommend improvements for lodging provider compliance and revenue generation and administration.
- Analysis and compliance review services.
  - Obtain and analyze information.
  - Conduct unobtrusive collection of information on each property, including number of rooms, occupancy rate, physical condition, business dynamics.
  - Perform discovery services designed to identify and locate lodging providers not properly registered or requiring additional investigation or examination to determine compliance with City's lodging tax ordinance.
- Field Audit Services.
  - Provide City with detailed information and resources for a draft engagement announcement letters and other correspondence necessary between the City and the lodging provider throughout the audit.
  - Perform on-site examination of records.
  - Verify accuracy of data submitted with all relevant financial information necessary to complete the audit.
  - Coordinate with City as necessary to review findings and recommendations.
- Comprehensive Reporting.
  - Review and recommendation reporting.
  - Audit findings reporting by lodging provider.
  - Annual trend and revenue analysis reporting.
  - Reporting of other relevant information with regard to ordinance compliance and related matters.
- Other Services as deemed necessary.

1 5	Exceptions to Scope of Work
	(Optional: Maximum 1000 characters allowed)

# **Payment Terms and Conditions**

NOTE: All vendors must accept an ACH payment effective immediately. If awarded a contract or order, an approved account is needed to complete contract execution and process future payments. A secure link to our PaymentWorks system will be provided to the point of contract in the bid submission.

#### Advance Payments

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All contract payments shall be made in accordance with the Contract's invoice payment terms. The City of El Paso will make no advance payments for the goods and/or services that are subject of this bid unless otherwise noted in the Form of Contract. Invoices may be submitted on no more than a monthly basis. Invoices submitted for services rendered shall be forwarded to the address indicated on the "Bill to Information" located on the "Event Details" tab.

#### **Prompt Payment**

Payments will be made to the Contractor within <u>thirty (30) days</u> following acceptance of goods or services, or receipt of a properly prepared invoice by the City Department identified in the Invoice Instructions set forth on the Purchase Order, whichever is later. Payments will be considered to have been made on the date electronic funds are transferred.

#### Federal Excise Tax

the City is entitled to a deduction for federal excise tax if it is included on the manufacturer's published price list for applicable items, and contractor <u>must invoice accordingly</u>. A federal tax exemption certification will be provided by the City, upon request.

Late Payment fees will incur at the State of Texas statutory rate.

# 1 Evaluation Information

The City will award the contract to the offeror that submits a proposal which represents the "best value" to the City. The best value shall not be based solely upon price but the bid which receives the highest cumulative score for each of the evaluation factors delineated herein. The City considers 70 as a passing score. Scores below a 70 will not be considered for award.

The award shall be based upon the evaluation criteria and process delineated herein.

a. Evaluation Committee: All properly submitted proposals will be reviewed by an Evaluation Committee.

b. Weighted Evaluation Criteria: The following weighted criteria will be considered to determine which proposal offers the "best value" to the City.

c. Offeror <u>must</u> fill out the appropriate forms delineated within the solicitation.

Any award made under this solicitation shall be made to the Offeror who provides goods or services, other than professional services as defined by Section 2254.002 of the Government Code, that are determined to be the most advantageous to the City. Factors to be considered in determining the proposal most advantageous to the City are included in the Evaluation Factors Attribute.

# Evaluation and Award Process

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1. An Evaluation Committee shall be established to evaluate proposals based solely on the Evaluation Factors included in this solicitation. Factors not specified in the solicitation will not be considered. The City reserves the right to waive any minor irregularities or technicalities in the offers received. Proposals will be evaluated on an individual basis against the requirements stated in the solicitation.

2. All proposals are subject to the terms and conditions of this solicitation. Material exceptions to scope of work or specification or failure to meet the City's minimum specifications, shall render the offer non-responsive to the solicitation.

3. Minor problems of completeness or compliance may be called to the attention of Offerors for clarification. Substantial deviations from specifications or other requirements of this solicitation will result in disqualification? of an offeror's proposal.

4. Award of a contract for professional services will be made on the basis of demonstrated competence and qualifications to perform the services and for a fair and reasonable price. Detailed evaluation of the responses to this solicitation will involve a determination of the most favorable combination of various elements contained in this solicitation.

5. During the evaluation process, the City reserves the right, where it may serve in the City's best interest, to request additional information or clarifications from Offerors, or to allow corrections of errors or omissions.

6. All responses meeting the minimum specifications of the scope of work will be ranked based on the evaluation criteria listed. After initial evaluations, the Evaluation Committee will determine a ranking.

7. At the completion of the evaluation period, the City will enter into negotiations with the highest ranked offeror. As part of the requirement to establish the responsibility of the Offeror, the City of El Paso may perform a price analysis to determine the reasonableness of the price(s) of the highest ranked Offeror's professional services. Prices that that appear to be unreasonably low may be determined to be evidence that pricing is not fair and reasonable and cause the proposal to be rejected and/or if the City cannot come to an agreement with that offeror it will formally end negotiations with that offeror and begin negotiations with the next highest ranked offeror.

8. The City reserves the right to negotiate the final scope of services, price, schedule, and any and all aspects of this solicitation with the highest ranked offeror.

9. Proposals to this solicitation that are considered non-responsive will not receive consideration and will not be evaluated. The City reserves the right at any time during the evaluation process to reconsider any proposal submitted. It also reserves the right to meet with any offeror at any time to gather additional information. Furthermore, the City reserves the right to delete, add or modify any aspect of this procurement through competitive negotiations up until the final contract signing.

10. The successful Offeror's proposal to this solicitation will be incorporated into the final contract. Any false or misleading statements found in the proposal will be grounds for disqualification or contract termination. Submission of a proposal indicates acceptance by the Offeror of the conditions contained in this solicitation, unless clearly and specifically noted in the proposal and confirmed in the contract between the City and the Offeror selected.

11. The City reserves the right to award this contract to one Offeror or to make multiple awards. The City may reject any or all proposals if such action is in the City's interest, award, waive informalities and minor irregularities in offers received, and award all or part of the requirements stated.

# **Evaluation Factors**

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The evaluation process is designed to award the contract to the most qualified offeror based upon the evaluation factors specifically established for this solicitation. <u>Offerors must provide all information outlined in the Evaluation Factors to be considered responsive</u>. Proposal will be evaluated based on the responsiveness of the offeror's information to the Evaluation Factors which will demonstrate the offerors understanding of the Evaluation Factors and capacity to perform the required services of this solicitation. Proposals considered non-responsive will not be evaluated.

EVALUATION FACTORS	
A. General Overview of Agency and Services	15 Points
B. Experience – Comparable Contracts	30 Points
C. References	10 Points

D. Capacity and Capability of Agency's Resources	30 Points	
E. Number of Hours Dedicated to Engagement	15 Points	
Total	100 Points	
The establishment, application and interpretation of the The City reserves the right to determine the suitability		ctors shall be solely within the discretion of The City of El Paso ("the City"). f all the factors included in this solicitation.
Factor A – General Overview of Agency and Serv	vices	15 Points
Offeror must specify in detail the terms the agency's u	nderstanding of the ser	vices to be provided and the approach as presented in this RFQ.
Factor B – Experience – Comparable Contracts		30 Points
<ul> <li>referenced contracts prior to bid opening. Contract wil audit services with regard to the City's Local Hotel O professional auditing services.</li> <li>Offeror must provide a summary in de experiences related to the work descr</li> <li>Offeror must provide in detail the experiences and the review and recovery services and the</li> </ul>	l be considered compa ccupancy Tax Revenu etail any other demonst ribed; erience, responsivenes individuals assigned to	t five (5) years and to have performed at least for one year within the rable in scope if they include the following elements: perform, review and es, specify in detail actual experience in State or Local government and rated experiences related to the work described in this RFQ; in particular, is, a high level of customer service, documented results in tax compliance to the engagement; gement and the percentage of time committed for each individual on the
Offeror is required to use the Experience – Comparat scope will not be evaluated.	ble Contract Form for t	his factor. See Attachment Downloads Tab. Contracts not comparable in
Note: The maximum points for each contract will be de contract).	etermined by dividing th	ne points allocated to this factor by 5 (i.e. 30 total points $\div$ 5 = 6 points per
Factor C – References		10 Points
Offeror shall provide references for five (5) contracts	listed for Factor B.	
A contract deemed non-comparable under Factor B sh	all not be considered a	s a viable reference under Factor C and shall not be scored.

Note: The maximum points for each reference will be determined by dividing the points allocated to this factor by 5 (i.e. 10 total points ÷ 5 = 2 points per reference).

	Comparable Contracts and Reference Check Notice The offeror is responsible for ensuring the accuracy of the comparable contracts and the contact information for the references provided. The City shall not contact the offeror for replacement contracts, references and/or contact information if said e-mail addresses or telephones		
	In addition to the above, the offeror is encouraged to inform said references that they shall initially be contacted via e-mail at the e-mail address provided herein. If a response to the e-mail is not provided within the designated time frame, the City will attempt to contact the reference by telephone at the number provided. If the reference does not respond after two attempts via telephone the offeror shall receive zero points for said reference.		
Factor D – Capacity and Capability of Agency's Resources			
resources should include core staff assigned to engagement. Resumes should reflect demonstrated references and history of performance for position assigned to the City of El Paso. Factor E – Number of Hours Dedicated to Engagement			
sp	ne offeror shall specify the agency's organization and how the organization anticipates to identify in detail the best methodology to meet th becifications and to include the hours dedicated to perform auditing services as noted within this RFQ.	e	

# Responsibility Determination

Offeror will be deem non-responsible if financial information is not submitted with the proposal. The financial information referenced in section A is required at the time of submission.

The responsibility determination includes consideration of a Offeror's integrity, compliance with public policy, past performance with the City (if any), financial capacity and eligibility to perform government work (e.g., debarments/suspension from any Federal, State, or local government). The City reserves the right to perform whatever research it deems appropriate in order to access the merits of any offer.

#### A. Financial Capacity Determination -

#### **Financial Information**

**Financial Statements.** Please provide financial statements for your organization for at least the last two (2) fiscal years as follows: If a **publicly** held organization:

- (1) Consolidated financial statements as submitted to the Securities and Exchange Commission (SEC) on Form 10K.
- (2) Any Form 8K's filed subsequent to last Form 10K or
- (3) A letter of credit directly from the offeror's financial institution equal to the value of the project.

#### If a **privately** held organization:

- (1) Balance sheet for your last two fiscal years accompanied by audit reports by an independent Certified Public Accountant.
- (2) Statement of income of your last two fiscal years accompanied by audit reports by an independent Certified Public Accountant or(3) A letter of credit directly from the offeror's financial institution equal to the value of the project.

Management discussion and analysis of your organization's financial condition for the last two years indicating any changes in your financial position since the certified statements were prepared.

If not considered proprietary, any recent Management Letters.

### **Evidence of Financial Responsibility**

Submit evidence of financial responsibility. This may be a credit rating from a qualified firm preparing credit rating or a bank reference.

The City reserves the right to confirm and request clarification of all financial information provided (including requesting audited financial statements certified by an independent Certified Public Accountant), or to request documentation of the offeror's ability to comply with all of the requirements in the solicitation.

Incomplete disclosures may result in a proposal being deemed non-responsive.

Note: Dun & Bradstreet has the capability to obtain information on past performance on specific contractors. Accordingly, the City may require offerors to provide a copy of a recent past performance report prepared by Dun & Bradstreet. The Past Performance Evaluation Report provided to the offeror by Dun & Bradstreet shall be submitted, not later than 14 calendar days after request by the City. The offeror shall be responsible for the cost of Dun & Bradstreet's preparation of the report.

## **B.** Technical Capacity Determination

The City may conduct a survey relating to the offeror's record of performance on past and present projects that are similar to the scope of work identified in this solicitation, which may include services/projects not identified by the offeror. The City reserves the right to perform whatever research it deems appropriate in order to assess the merits of any offer. Such research may include, but not necessarily be limited to, discussions with outside offeror's, interviews and site visits with the offeror's existing clients and analysis of industry reports. The City will make a finding of the offeror's Technical Resources/Ability to perform the offeror's scope of work based upon the results of the survey.

An offeror will be determined responsible if the City determines that the results of the Technical Resources/Ability survey reflect that the offeror is capable of undertaking and completing the scope of work in a satisfactory manner.

# I have uploaded my financial documents (Required: Check if applicable)

# Disclosures

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Offeror to disclose and describe any prior or pending litigation, acquisitions/mergers, civil or criminal, involving a governmental agency or which may affect the performances of the services to be rendered. This includes any instances in which the Offeror or any of its employees, subcontractors, or sub-consultants is or has been involved within the last three years for those applicable items.

# I have uploaded my disclosures

(Required: Check if applicable)

# 2 Contract Clauses

Contract Clauses (Terms & Conditions) 1. TERM OF CONTRACT

Under which the City shall order all of its supplies and/or services described in specifications from the successful bidder, hereinafter referred to as the Contractor, for the duration of the contract.

In the event the City has not obtained another service contractor by the expiration date of the term contract, the City, at its discretion, may extend the contract on a month-to-month basis not to exceed six (6) months or until a new contract is awarded.

The term of this agreement shall be for thirty-six (36) months commencing on the date the Contractor receives a written Notice of Award. Delivery of the Notice of Award shall be by email.

## 2. INVOICES & PAYMENTS

A. The Contractor will submit invoices, in single copy, on each contract after each delivery. Invoices covering more than one purchase order will not be accepted.

- B. Invoices will be itemized, including serial number of unit; transportation charges, if any, will be listed separately.
- C. Invoices will reflect the Contract Number and the Purchase Order Number.
- D. Do not include Federal Tax, State Tax, or City Tax. The City will furnish a tax exemption certificate upon request.
- E. Discounts will be taken from the date of receipt of goods or date of invoice, whichever is later.
- F. A copy of the bill of lading and the freight waybill when applicable will be attached to the invoice.
- G. Payment will not be due until the above instruments are submitted after delivery and acceptance.
- H. Mail invoices to the City Department indicated in the Invoice Instructions set forth on the Purchase Order.
- I. Contractor shall advise the Comptroller of any changes in its remittance addresses.

## 3. CONTRACTUAL RELATIONSHIP

Nothing herein will be construed as creating the relationship of employer and employee between the City and the Contractor or between the City and the Contractor's employees. The City will not be subject to any obligations or liabilities of the Contractor or his employees incurred in the performance of the contract unless otherwise herein authorized. The Contractor is an independent Contractor and nothing contained herein will constitute or designate the Contractor or any of his employees as employees of the City. Neither the Contractor nor his employees will be entitled to any of the benefits established for City employees, nor be covered by the City's Workers' Compensation Program.

## 4. INDEMNIFICATION [Rev. 04-15-99] [Rev. 01-04-04] [Rev. 10-19-18]

Contractor or its insurer will INDEMNIFY, DEFEND AND HOLD the City, its officers, agents and employees, HARMLESS FOR AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE, (INCLUDING BUT NOT LIMITED TO ATTORNEY FEES AND COSTS) FOR ANY DAMAGE TO OR LOSS OF ANY PROPERTY, OR ANY ILLNESS, INJURY, PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF SERVICES, OR DEATH TO ANY PERSON ARISING OUT OF OR RELATED TO THIS AGREEMENT, even where such damage, injury, loss, illness, physical or mental impairment, loss of service, or death results from or involves NEGLIGENCE, or allegations of negligence on the part OF THE CITY, its officers, agents, or employees. Without modifying the conditions of preserving, asserting or enforcing any legal liability against the City as required by the City Charter or any law, the City will promptly forward to Contractor every demand, notice, summons or other process received by the City in any claim or legal proceeding contemplated herein. Contractor will 1) investigate or cause the investigation of accidents or occurrences involving such injuries or damages; 2) negotiate or cause to be negotiated the claim as the Contractor may deem expedient; and 3) defend or cause to be defended on behalf of the City all suits for damages even if groundless, false or fraudulent, brought because of such injuries or damages. Contractor will pay all judgments finally establishing liability of the City in actions defended by Contractor pursuant to this section along with all attorneys' fees and costs incurred by the City including interest accruing to the date of payment by Contractor, and premiums on any appeal bonds. The City, at its election, will have the right to participate in any such negotiations or legal proceedings to the extent of its interest. The City will not be responsible for any loss of or damage to the Contractor's property from any cause.

#### 5. GRATUITIES

The City may, by written notice to the Contractor, cancel this contract without liability to Contractor if it is determined by the City that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the City of El Paso with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making or any determinations with respect to the performing of such a contract. In the event this contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

#### 6. WARRANTY-PRICE

A. The price to be paid by the City will be that contained in the Contractor's bid which the Contractor warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this contract for similar quantities under similar or like conditions and methods of purchase. In the event Contractor breaches this warranty the prices of the items will be reduced to the Contractor's current prices on orders by others, or in the alternative, the City may cancel this contract without liability to Contractor for breach or Contractor's actual expense.

B. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the City will have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

#### 7. RIGHT TO ASSURANCE

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) calendar days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

#### 8. TERMINATION [Rev. 06/07/97] [1/10/2020]

#### A. Termination for Convenience

The City of El Paso may terminate this contract, in whole or in part, at any time by written notice to the Contractor. The Contractor will be paid its costs, including the contract close out costs, and profit on work performed up to the time of termination. The Contractor will promptly submit its termination claim to the City of El Paso to be paid the Contractor. If the Contractor has any property in its possession belonging to the City of El Paso, the Contractor will account for the same, and dispose of it in the manner the City of El Paso directs.

#### B. Termination for Default

If the Contractor fails to comply with any provision of the contract the City of El Paso may terminate this contract for default. Termination shall be effected by serving a notice of intent to terminate the contract setting forth the manner in which the Contractor is in default. The Contractor will be given an opportunity to correct the problem within a reasonable time before termination notice is rendered. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. The City shall have the right to immediately terminate the Contract for default if the Contractor violates any local, state, or federal laws, rule or regulations that relate to the performance of this Agreement.

#### C. Termination for Failure to Comply with Subchapter J, Chapter 552, Government Code.

The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract and the Contractor or vendor agrees that the Contract can be terminated if the Contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

#### 9. ADDITIONAL REMEDIES [New 12/96]

If the City terminates the contract because the Contractor fails to deliver goods as required by the contract, the City shall have all of the remedies available to a buyer pursuant to the UNIFORM COMMERCIAL CODE including the right to purchase the goods from another vendor in substitution for those due from the Contractor. The cost to cover shall be the cost of substitute goods determined by informal or formal procurement procedures as required by the Local Government Code. The City may recover the difference between the cost of cover and the contract cost by deducting the same from amounts owed to Contractor for goods delivered prior to termination or any other lawful means.

10. TERMINATION FOR DEFAULT BY CITY [Rev. 06/09/97]

If the City fails to perform any of its duties under this contract, Contractor may deliver a written notice to the Purchasing Director describing the default, specifying the provisions of the contract under which the Contractor considers the City to be in default and setting forth a date of termination not sooner than 90 days following receipt of the Notice. The Contractor at its sole option may extend the proposed date of termination to a later date. If the City fails to cure such default prior to the proposed date of termination, Contractor may terminate its performance under this Contract as of such date.

#### 11. FORCE MAJEURE [Rev. 06/07/97]

If, by reason of Force Majeure, either party hereto will be rendered unable wholly or in part to carry out its obligations under this Contract then such party will give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, will be suspended for only thirty (30) days during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party will try to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, will mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemies, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals. It is understood and agreed that the settlement of strikes and lockouts will be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure will be remedied with all reasonable dispatch will not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty. If a party is unable to comply with the provisions of this contract by reason of Force Majeure for a period beyond thirty days after the event or cause relied upon, then upon written notice after the thirty (30) days, the affected party shall be excused from further performance under this contract.

#### 12. ASSIGNMENT-DELEGATION

No right or interest in this contract will be assigned or delegation of any obligation made by the Contractor without the written permission of the City. Any attempted assignment or delegation by the Contractor will be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

#### 13. WAIVER

No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

#### 14. INTERPRETATION-PAROL EVIDENCE

This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their contract. No course of prior dealings between the parties and no usage of the trade will be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract will not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this contract, the definition contained in the Code is to control.

#### 15. APPLICABLE LAW

The law of the State of Texas will control this contract along with any applicable provisions of Federal law or the City Charter or any ordinance of the City of El Paso.

#### 16. ADVERTISING

Contractor will not advertise or publish, without the City's prior consent, the fact that the City has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

#### 17. AVAILABILITY OF FUNDS

The awarding of this contract is dependent upon the availability of funding. In the event that funds do not become available the contract may be terminated or the scope may be amended. A 30-day written notice will be given to the vendor and there will be no penalty nor removal charges incurred by the City.

# [section continued]

# Contract Clauses

18. VENUE

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Both parties agree that venue for any litigation arising from this contract will lie in El Paso, El Paso County, Texas.

#### 19. ADDITIONAL REMEDY FOR HEALTH OR SAFETY VIOLATION

If the Purchasing Director determines that Contractor's default constitutes an immediate threat to the health or safety of City employees or members of the public he may give written notice to Contractor of such determination giving Contractor a reasonable opportunity to cure the default which shall be a period of time not less than 24 hours. If the Contractor has not cured the violation within the time stated in the notice, the City shall have the right to terminate the contract immediately and obtain like services as necessary to preserve or protect the public health or safety from another vendor in substitution for those due from the Contractor at a cost determined by reasonable informal procurement procedures. The City may recover the difference between the cost of substitute services and the contract price from Contractor as damages. The City may deduct the damages from Contractor's account for services rendered prior to the Notice of Violation or for services rendered by Contractor pursuant to a different contract or pursue any other lawful means of recovery. The failure of the City to obtain substitute services and charge the Contractor under this clause is not a bar to any other remedy available for default.

#### 20. INSURANCE REQUIREMENTS [6/29/2019]

Commercial General Liability:

Written on an occurrence form. (There may be situations where a "claims-made" form may be our only option but it is best we require an occurrence form including all the usual coverage known as: Premises/operations liability Products/completed operations

Personal/advertising injury Contractual liability Broad-form property damage Independent contractor liability Explosion, Collapse and Underground (XCU) Cyber Liability/Data/Breach/Ransom

Minimum Limits of Liability

\$1,000,000 Bodily Injury/\$1,000,000 Property Damage per occurrence
Commercial General Liability Exclusion Removed/Railroad Protective Liability/Contractual Liability-Railroads
\$1,000,000 Bodily Injury/\$1,000,000 Property Damage Liability per occurrence
Required when a contractor is going to work on or within 50 feet of any "railroad property" Commercial Automobile Liability;
\$1,000,000 Bodily Injury/\$500,000 Property Damage Liability per occurrence

Workers' Compensation Statutory Coverage \$ 500,000 Employers Liability

Professional (Errors & Omissions) Liability (if required) \$1,000,000 per occurrence

Umbrella or Excess Liability Insurance (if required) \$5,000,000 per occurrence

The City, its officials, employees, agents and contractors shall be named as additional insureds and contain a "blanket waiver of subrogation" clause in favor of the City.

The contractor/vendor and their subcontractors' insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and contractors. Any insurance or self-insurance maintained by the City, its officials, employees, agents and contractors shall be in excess of the contractor/vendor's or contractor/vendor's subcontractor's insurance and shall not contribute to the contractor/vendor's or contractor/vendor's subcontractor's insurance and shall not contribute to the contractor/vendor's or contractor/vendor's subcontractor's insurance and shall not contribute to the contractor/vendor's or contractor/vendor's subcontractor's insurance and shall not contribute to the contractor/vendor's or contractor/vendor's subcontractor's insurance.

Prior to undertaking any work under this contract, the contractor/vendor, at no expense to the City, shall furnish to the City copy of a certificate of insurance with an actual copy of policy and original endorsements affecting coverage for each of the insurance policies provided in this exhibit. Any deductibles or self-insured retentions must be declared to, and approved by the City. Notices and Certificates required by this clause shall be provided to:

City of El Paso Purchasing & Strategic Sourcing Department 300 N. Campbell, 1th Floor El Paso, Texas 79901-1153

Please refer to Bid Number/Contract Number and Title in all correspondence and insurance certificates.

Failure to submit insurance certification may result in contract cancellation.

21. CONTRACT ADMINISTRATION

The point of contact for the administration of this Contract, on behalf of the City of El Paso, is:

Miguel Montiel, CIA, CGAP Audit Manager Telephone: (915) 212-1267 Email: MontielMA@elpasotexas.gov

Note any contact with the Contract Administrator prior to award of this contract is a violation of the Cone of Silence (2.3.1 Cone of Silence/Anti Lobbying Policy) and your submission may be subject to disqualification.

Mail correspondence should be addressed to:

City of El Paso Purchasing & Strategic Sourcing Department 300 N. Campbell, 1th Floor El Paso, TX 79901-1153 Attn: Paula Salas, Lead Procurement and Contract Analyst

Please refer to Bid Number/Contract Number and Title in all correspondence.

#### 22. COMPLIANCE WITH NON-DISCRIMINATION LAWS

The Contractor agrees that it, its employees, officers, agents, and subcontractors, will comply with all applicable federal and state laws and regulations and local ordinances of the City of El Paso in the performance of this Contract, including, but not limited to, the American with Disabilities Act, the Occupational Safety and Health Act, or any environmental laws.

The Contractor further agrees that it, its employees, officers, agents, and subcontractors will not engage in any employment practices that have the effect of discriminating against employees or prospective employees because of sex, race, religion, age, disability, ethnic background or national origin, or political belief or affiliation of such person, or refuse, deny, or withhold from any person, for any reason directly or indirectly, relating to the race, gender, gender identity, sexual orientation, color, religion, ethnic background or national origin of such person, any of the accommodations, advantages, facilities, or services offered to the general public by place of public accommodation.

#### 23. CONTRACTING INFORMATION [1/10/2020]

The Contractor must preserve all contracting information related to this Contract as provided by the records retention schedule requirements applicable to the City for the duration of this Contract. Contractor will promptly provide the City any contracting information related to this Contract that is in the custody or possession of the Contractor on request of the City. On completion of this Contract, Contractor will either provide at no cost to the City all contracting information related to this Contract that is in the custody or possession of the Contractor or preserve the contracting information related to this Contract that is in the custody or possession of the Contractor or preserve the contracting information related to this Contract that previde to the City.

#### 24. RIGHT TO AUDIT

The Contractor agrees that the City shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and copy any directly pertinent books, computer and digital files, documents, papers, and records of the Contractor involving transactions relating to this Contract. Contractor agrees that the City shall have access during normal working hours to all necessary Contractor facilities, and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The City shall give Contractor reasonable advance notice of intended audits. The City will pay Contractor for reasonable costs of any copying the City performs on the Contractor's equipment or requests the Contractor to provide. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

The Contractor agrees that it will include this requirement into any subcontract entered into in connection with this Contract.

### 25. CONTRACTOR TO PACKAGE GOODS

The Contractor will package goods according to good commercial practice. Each shipping container will be clearly and permanently marked as follows: (a) Contractor's name and address; (b) Consignee's name, address and purchase order; (c) Container number and total number of containers, e.g., "box 1 of 4 boxes"; and (d) the number of the container bearing the packing slip. The Contractor will bear cost of packaging unless otherwise provided. Goods will be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. The City's count or weight will be final and conclusive on shipments not accompanied by packing lists.

#### 26. SHIPMENT UNDER RESERVATION PROHIBITED

The Contractor is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

#### 27. DELIVERY TERMS AND TRANSPORTATION CHARGES

F.O.B. Destination Freight Prepaid unless delivery terms are specified otherwise in bid; the City agrees to reimburse the Contractor for transportation costs in the amount specified in the Contractor's bid, or actual costs, whichever is lower, if the quoted delivery terms do not include transportation costs, provided the City will have the right to designate what method of transportation will be used to ship the goods.

#### 28. TITLE & RISK OF LOSS

The title and risk of loss of the goods will not pass to the City until the City actually receives and takes possession of the goods at the point or points of delivery.

#### 29. RIGHT OF INSPECTION

The City will have the right to inspect the goods at delivery before accepting them.

#### 30. NO REPLACEMENT OF DEFECTIVE TENDER

Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this will constitute a breach and the Contractor will not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Contractor may reasonably notify the City of his intention to cure and may then make a conforming tender within the contract time but not afterward.

#### 31. PLACE OF DELIVERY

The place of delivery will be that set forth in the solicitation. The terms of this contract are "no arrival, no sale."

#### 32. WARRANTY-PRODUCT

The Contractor will not limit or exclude any implied warranties and any attempt to do so will render this contract voidable at the option of the City. Contractor warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the bid invitation, and to the sample(s) furnished by Contractor, if any. In case of a conflict between the specifications, drawings and descriptions, the drawings and descriptions will govern.

#### 33. SAFETY WARRANTY

Contractor warrants that the product sold to the City will conform to the standards promulgated by the US Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the City may return the product for correction or replacement at the Contractor's expense. In the event the Contractor fails to make the appropriate correction within reasonable time, correction made by the City will be at the Contractor's expense.

#### 34. NO WARRANTY BY THE CITY AGAINST INFRINGEMENTS

As part of this contract for sale Contractor agrees to ascertain whether goods manufactured according to the specifications attached to this contract will cause the rightful claim of any third person by way of infringement or the like. The City makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event will the City be liable to the Contractor for indemnification if Contractor is sued on the grounds of infringement or the like. If Contractor is of the opinion that an infringement or the like will result, he will notify the City to this effect in writing within two weeks after the signing of this contract. If the City does not receive notice and is subsequently held liable for the infringement or the

like, the Contractor will save the City harmless (if the Contractor in good faith ascertains that production of goods according to the specifications will result in infringement or the like, this contract will be null and void except that the City will pay the Contractor the reasonable cost of his search as to infringements).

#### 35. TERRORIST ORGANIZATIONS & BOYCOTTING OF ISRAEL [Rev. 4-30-18] [Rev. 10-14-18]

Vendor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State. Vendor further certifies and verifies that neither Vendor, nor any affiliate, subsidiary or parent company of Vendor, if any (the "Vendor Companies"), boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Purchase Order. For purposes of this Purchase Order, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory.

#### 36. DISCRIMINATION AGAINST FIREARM & AMMUNITION INDUSTRIES [Rev 2021-09-23]

Vendor certifies and verifies that (1) neither Vendor, nor any affiliate, subsidiary or parent company of Vendor, if any (the "Vendor Companies"), does not have a written or unwritten internal practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (2) Vendor agrees that Vendor and Vendor Companies will not discriminate during the term of the contract against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association during the term of this agreement pursuant to the provisions of Texas Government Code Chapter 2274. For purposes of this Agreement, the term ""Discriminate against a firearm entity or firearm trade association" shall have the meaning defined in Texas Government Code Chapter 2274.

#### 37. BOYCOTTING OF ENERGY COMPANIES [Rev 2021-09-23]

Vendor certifies and verifies that it is not a company identified on the Texas Comptroller's list of companies known to boycott energy companies, as defined in Texas Government Code Chapter 809. Vendor further certifies and verifies that neither Vendor, nor any affiliate, subsidiary or parent company of Vendor, if any (the "Vendor Companies"), boycotts energy companies and Vendor agrees that Vendor and Vendor Companies will not boycott energy companies during the term of this agreement pursuant to the provisions of Texas Government Code Chapter 809. For purposes of this Agreement, the term "boycott energy company" shall have the meaning defined in Texas Government Code Chapter 809.

[end of section]

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#### Instructions to Offerors Submitting Paper Proposals 4

To download solicitation, click the "Documents" icon located next to "Response History" icon.

1. SIGNATURE OF PROPOSAL BY PERSON AUTHORIZED TO SIGN

All proposals shall bear an original signature, in ink, of a responsible officer or agent of the company. Failure to sign the proposal or to include a substitute signed document binding the offeror will be the basis for declaring a proposal non-responsive.

#### 2. REQUIRED NUMBER OF COPIES

Proposals must be submitted in original form with one additional copy.

#### 3. PROPOSAL SUBMISSION INSTRUCTIONS

Proposal must be sealed when presented to the Purchasing & Strategic Sourcing Department. See event details for submission deadlines. Proposals will be publicly opened and read aloud (Offeror's Name, City and State). The City does not provide envelopes or any other office supply for the purpose of submitting Proposals

#### ADDRESSING INSTRUCTIONS 4.

The envelope containing the proposal must be addressed as follows:

City of El Paso

Purchasing & Strategic Sourcing Department

300 N. Campbell, 1st Floor

El Paso, Texas 79901-1153

Attn: Purchasing Director

Also, write the Solicitation Number, Solicitation Title, and Due Date clearly on a visible section of the envelope.

### 5. LABELING OF PROPOSALS [Rev 6/15/05]

The Due Date and Solicitation Number and Name must be written on the outside of the package containing the proposal. The City Purchasing & Strategic Sourcing Department may open any unlabeled submittal to identify it properly. Offerors are required to identify their package to protect the integrity of their sealed proposal and to fully avail themselves of the evaluation and selection process.

#### 6. OFFEROR DELIVERY RESPONSIBILITY

Proposals received at the Purchasing & Strategic Sourcing Department after the specified date and time will not be accepted. Package delivery services such as FedEx, UPS, etc., deliver packages must be addressed to the Purchasing Director directly to the Purchasing & Strategic Sourcing Department.

U.S. Postal Service deliveries, including Express Mail, are only delivered to the Mail Room at City 2 and may or may not be delivered by the Mail Room to the Purchasing & Strategic Sourcing Department by the time and place proposals are opened. The offeror accepts all responsibility for delivering its proposal to the address stated above within the specified time or the proposal will be considered non-responsive and will be mailed back unopened. If the envelope does not reflect a return address, it will be opened for the sole purpose of obtaining the return address.

## 7. ADDITIONAL INFORMATION

Descriptive literature, where applicable, containing complete specifications or other information sufficient for the City to determine compliance with the specifications must accompany each proposal. Related data, where applicable, will be made part of the proposal. All documents, literature and related data submitted as part of the proposal become the property of the City of El Paso.

Offerors are asked not to include loose brochures (e.g. general marketing material). BROCHURE MATERIAL WILL NOT BE CONSIDERED FOR REVIEW. Only pertinent information should be submitted.

#### 8. ALTERNATE PROPOSALS

The City of El Paso is not accepting alternate proposals for review, evaluation and/or consideration.

# 9. ACKNOWLEDGMENT OF SOLICITATION AMENDMENTS

All amendments must be acknowledged on the Amendment Acknowledgement Form. Failure to do so may cause the proposal to be rejected. It is the Offeror's responsibility to ensure that their response to a solicitation is incorporating all amendments into said proposal. Amendments may be posted at any time up to and including the due date.

# 10. PROPOSAL FORMAT AND STRUCTURE

All proposals must follow the submission guidelines below. The City reserves the right to reject proposals not in compliance with these requirements.

1. Use fonts no smaller than Times New Roman, 10 point. Maximum length including title page, the entire proposal, and appendices should not exceed 100 pages but may be required in some instances.

2. All pages must be numbered.

3. Address all evaluation factors described within this solicitation.

4. Major sections must have page breaks between them.

5. The proposal must be signed and titled by a duly authorized representative of the Offeror.

6. Introduction Page – include the following information:

a. State in succinct terms the Offeror's understanding of the services to be provided and how the Offeror anticipates being able to meet the scope of work as delineated within the solicitation.

b. Clearly label with the solicitation number, title, Offeror's name, mailing address, and fax number, and the name, telephone number, and email address of a contact person.

c. Identify by name and title the individual responsible for the administration of the project. That is, the individual who has the responsibility to oversee the contract, not a firm's contract negotiator, etc.

7. The City will not be responsible for locating or securing information not included with proposal. In conducting its assessment, the City may use data provided by the Offeror and data obtained from other sources, but while the City may elect to consider data obtained from other sources the burden of providing thorough and complete information rests with the Offeror.

8. Response to all factors must demonstrate the offeror's comprehension of the objectives and services being procured. Do not merely duplicate the Scope of Work as presented within this Solicitation

# Notice to Offerors

# 1. ACCEPTANCE OR REJECTION OF PROPOSALS

The City reserves the right to accept or reject any or all proposals, to waive all minor technicalities, and to accept the proposal is determined to be the most favorable to the City. Additionally, the City may accept a proposal subject to an exception if, in the sole judgment of the City, the proposal meets or exceeds the City's specifications.

2. TIME

2 5

[Reserved]

## 3. TIME AND PLACE OF OPENING

Proposals will be opened and read in City Hall, at 2:30 P.M.(MST) on opening day. However, you are cautioned that proposals must be received in the Purchasing & Strategic Sourcing Department no later than 2:00 PM (MST).

4. RECIPROCAL PREFERENCE

### **Domestic Preferences**

The City reserves the right to grant a preference to cooperative agreement programs, City contracts and Purchase Orders that are funded through federal awards and grants:

(a) As appropriate and to the extent consistent with law, the City may, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel,

cement, and other manufactured products).

(b) For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

#### **State Reciprocal Preference**

The City reserves the right to grant an offeror with its principal place of business in the State of Texas (Resident Offeror) a preference on a contract against the proposal of any offeror from another state which enforce or has a preference for its resident offeror. The amount of the preference to the resident offeror shall be equal to the preference in the other state. Regarding contracts involving federal funds, the City shall utilize said reciprocal preference unless expressly prohibited by the Grantor.

#### **Municipality Reciprocal Preference**

The City reserves the right to grant a offeror with its principal place of business within the City limits of El Paso, Texas (Local Offeror) a preference on a contract against the proposal of any offeror from another City within the State of Texas which enforce or has a preference for its local offerors. The amount of the preference to the local offeror shall be equal to the preference in the other City. Regarding contracts involving federal funds, the City shall utilize said reciprocal preference unless expressly prohibited by the Grantor.

#### 5. EVALUATION RESULTS

Any questions concerning evaluation results should be directed to the Purchasing & Strategic Sourcing Representative.

#### 6. REQUEST FOR QUALIFICATIONS TABULATIONS

The Request for Qualification tabulation will be available at https://elpasotexaspurchasingtest.ionwave.net/CurrentSourcingEvents.aspx.

No results will be given over the phone.

#### 7. DEBRIEFING REQUESTS

A written request for a debriefing should be directed to the Purchasing & Strategic Sourcing Representative identified in this solicitation within five (5) days after the date of award. Debriefing requests will be scheduled with the designated City staff and Purchasing & Strategic Sourcing Representative.

#### 8. PROTEST/DISPUTE PROCEDURE

Only an offeror who has actually submitted a proposal may appeal an award decision.

Failure to follow the requirements of the Protest procedures established by the City of El Paso, Texas, shall constitute a waiver of all protest rights.

Protest must be made after the City Council agenda has been posted and by 5:00 p.m. the day before the City Council meeting in which the award will be made. The offeror must write a letter to the Purchasing Director using the phrase "Bid Protest" to City Hall – 300 N. Campbell, El Paso, TX 79901 – attention to the Purchasing & Strategic Sourcing Department. Protest must be sent by certified or registered mail or delivered in person. Note: the recommendation for award is posted on the City's website at least 72 hours before each Tuesdays Council meeting.

The written protest should include 1) the bid number and should clearly state, with particularity, the relevant facts believed to constitute an error in the award recommendation, or desired remedy; 2) a specific identification of the statutory or regulatory provision that the Protesting Offeror alleges has been violated and the provisions entitling the Protesting Offeror to relief; 3) a specific factual description, with particularity, of each action by the City that the Protesting Offeror alleges to be a violation of the statutory or regulatory provision that the Protesting Bidder has identified pursuant to item (2)

of this paragraph (mere disagreement with the decisions of City employees does not constitute grounds for protest). If there is no disputed issue of the material fact, the Protest must indicate this as well.

# 2 Form FHWA-1273

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

I. General

- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels: ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

#### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design- build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or

architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504

of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60- 1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;

(3) Liquidated damages; and/or

(4) Disqualifying the contractor from future bidding as non- responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non- minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

#### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101.

Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA- 1273 format and FHWA program requirements.

#### 1. Minimum wages (29 CFR 5.5)

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and

so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

[section continued]

# Amendment A001

27

# DESCRIPTION OF AMENDMENT

A. Responses to Bidders questions are on the following page(s)

Except as provided herein, all terms and conditions of the documents, as heretofore changed, remain unchanged and in full force and effect.

I confirm that I have read, understand and agree (Required: Check if applicable)

# **Supplier Information**

Company Name:	
Contact Name:	
Address:	
-	
_	
Phone:	
Fax:	
Email:	
Supplier Note	S

By submitting your response, you certify that you are authorized to represent and bind your company.

Print Name

Signature

# EXHIBIT B

# AVENU INSIGHTS AND ANALYTICS, LLC

# PROPOSAL

251



# 2025-0191R Addendum 1 Avenu Insights & Analytics, LLC Supplier Response

# **Event Information**

Number:	2025-0191R Addendum 1
Title:	Hotel Occupancy Tax Audit
Туре:	Request for Qualifications
Issue Date:	1/14/2025
Deadline:	2/12/2025 02:00 PM (MT)
Notes:	

The City reserves the right, at its sole discretion, to adjust this Schedule of Events as it deems necessary. If necessary, the City will communicate adjustments to any event in the Schedule of Events in the form of an amendment.

Event	Date and/or Time
Release	01/14/2025
	On Wednesday January 22, 2025 @ 10:30 A.M.(MST)
	Location: Microsoft Teams Conference Call
	Click here to join the meeting
	Meeting ID: 239 411 033 72
Non-Mandatory Pre-Proposal Conference (Recommended to	Passcode: 2Nd3gm2v
attend)	Download Teams   Join on the web
	Or call In (audio only)
	Call Number: (915) 213-4096
	Conference ID: 400 888 095#

Question Deadline	01/29/2025	
Answers Provided	02/05/2025	
Bid Due Date	02/12/2025 @ 2:00 P.M.	
	02/12/2025 @ 2:30 P.M. The City of El Paso, Texas will be	
Bid Opening and Reading	broadcasting Bid Openings Live at	
	https://www.elpasotexas.gov/purchasing/	
Evaluation	March 2025	
Contract Award Date (approx.)	April 2025	

Mail To or Hand Deliver To:

City of El Paso Purchasing & Strategic Sourcing Department 300 N. Campbell, 1st Floor El Paso, TX 79901-1153

## **Contact Information**

Contact:	Paula Salas
Address:	Purchasing & Strategic Sourcing
	City 1
	300 N. Campbell St.
	El Paso, TX 79901
Phone:	1 (915) 262-9901
Email:	SalasPX@elpasotexas.gov

## Avenu Insights & Analytics, LLC Information

Address: 5860 Trinity Parkway, Suite 120 Centreville, VA 20120 Phone: (909) 496-8573

By submitting your response, you certify that you are authorized to represent and bind your company.

Daniel Wurz

Signature

Submitted at 2/12/2025 12:49:27 PM (MT)

## **Supplier Note**

Thank you so much for your continued trust in Avenu. Thank you for your consideration.

## **Requested Attachments**

## Upload Factor A - General Overview of Agency and Services

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

## Upload Factor B - Experience – Comparable Contract - Form #1

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

## Upload Factor B - Experience – Comparable Contract - Form #2

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

### Upload Factor B - Experience – Comparable Contract - Form #3

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

## Upload Factor B - Experience – Comparable Contract - Form #4

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

## Upload Factor B - Experience – Comparable Contract - Form #5

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

## Upload Factor D - Capacity and Capability of Agency's Resources

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

proposals@avenuinsights.com Email

> 02\_Avenu\_Factor B - Experience -Comparable Contract Form #1 2025-0191R.pdf

01\_Avenu\_Factor A\_General

Overview\_2025-0191R.pdf

03\_Avenu\_Factor B - Experience -Comparable Contract Form #2\_2025-0191R.pdf

04\_Avenu\_Factor B - Experience -Comparable Contract Form #3\_2025-0191R.pdf

05\_Avenu\_Factor B - Experience -Comparable Contract Form #4\_2025-0191R.pdf

06\_Avenu\_Factor B - Experience -Comparable Contract Form #5\_2025-0191R.pdf

07 Avenu Factor D-Capacity of

Resources\_2025-0191R.pdf

Page 4 of 29 pages

## Upload Factor E - Number of Hours Dedicated to Engagement

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

## CIQ Form - Upload Completed Document

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

## Certification Regarding Boycotting of Energy Company - Upload Completed Document

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

#### **Certification Regarding Discrimination Against Firearm & Ammunition** Firearm and Ammunition 2025-Industries - Upload Completed Document 0191R.PDF

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

#### 12\_Avenu\_Certification Terrorist Certification Regarding Terrorist Organizations & Boycotting of Israel -Organizations & Boycotting of **Upload Completed Document** Israel\_2025-0191R.pdf

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

## Completed Form 1295 - Upload Completed Document

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

## **Disclosures - Upload Completed Document**

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

## Financial Responsibility Document - Upload Completed Document

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

## Indebtedness Affidavit - Upload Completed Document

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

## Non-Collusion and Business Disclosure Affidavit - Upload Completed Document

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

## Upload Disclosure of Campaign Contributions and Donations

I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.

W-9 - Upload Completed Document

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

Vendor: Avenu Insights & Analytics, LLC

19\_Avenu\_W-9\_2025-0191R.pdf

Hours\_2025-0191R.pdf

08 Avenu Factor E-Number of

09 Avenu CIQ FORM 2025-0191R.pdf

10\_Avenu\_Certification Regarding

Boycotting of Energy

Company 2025-0191R.pdf

11\_Avenu\_Cert Discrimination

14\_Avenu\_Disclosures\_2025-0191R-HOT AUDIT.pdf

13\_Avenu\_1295 FORM\_2025-

0191R.pdf

15\_Avenu\_Financial Responsibility\_2025-0191R.pdf

16\_Avenu\_Indebtedness Affidavit 2025-0191R.pdf

17\_Avenu\_Non Collusion\_2025-0191R.pdf

18 Avenu Contribution-Donations-Disclosure-Form 2025-0191R.pdf

## **Bid Attributes**

1	City of El Paso Mission, Vision and Values		
	MISSION Deliver exceptional services to support a high quality of life and place for our community		
	VISION Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government		
	VALUES Integrity Respect Excellence Accountability People		
2	Organizational Profile		
	The City of El Paso was incorporated in 1873, and spans over 255 square miles. Located at the confluence of two countries, the United States and Mexico; and three states, Texas, Chihuahua and New Mexico, the City of El Paso serves just under 700,000 residents. The City of El Paso is the 22nd largest city in the United States and the 6th largest city in Texas.		
	As part of the largest binational metroplex in the Western Hemisphere, the City of El Paso serves as the epicenter to a global, cultural and economic population of 2.5 million people. Among the fastest growing metropolitan areas in the nation, the City engages in systemic processes, empowering effective planning and increasing efficiency in order to be ready to respond to emerging changes.		
	The City of El Paso has faced three unprecedented events that have required action, resolve and resilience. El Paso Strong is the mantra that expresses the community's shared focus to mobilize and take care of one another when facing: the humanitarian crisis created by the surge of asylum seekers crossing the border from Mexico into the US; the aftermath of the August 3, 2019, mass shooting tragedy; and the continuing response and recovery needs required during the ongoing COVID-19 pandemic. The City's organizational culture embodies the relentless spirit of the El Paso Strong mantra through a proactive commitment to providing a supportive workforce environment, empowering the organization to take care of the community through continuous improvement of service delivery, supporting a high quality of life and place for the community.		
3	Strategic Goal 6: Set the Standard for Sound Governance and Fiscal Management		
	Strategic Plan Subsection 6.6: Ensure continued financial stability and accountability through sound financial management, budgeting and reporting		
4	Expiration Notice		
	The offeror agrees, to furnish all items [supplies or services] at the prices offered, and delivered at the designated point or points, within the time set forth in the SCHEDULE, if this bid is accepted within ONE HUNDRED TWENTY [120] consecutive days from the date set for the receipt of proposals. All proposals shall expire on the 120th day after the proposals are open unless the City of El Paso requests an extension of the proposals in writing and the offeror agrees to extend in writing.		

## 5 Solicitation Purpose

The City of El Paso is soliciting Proposals for hotel occupancy tax audit, primarily for the Internal Audit Department. The City shall order all of its services from one successful offeror from time to time as needed. Only personnel from Internal Audit Department are authorized to directly place orders against this Contract. Personnel from other City departments may only utilize this contract with express written authorization from Internal Audit Department and only if the additional usage is within reasonableness given the total awarded amount of the Contract.

## **Public Disclosure of Proposal Information** Offerors are cautioned that once a proposal is opened, all information contained therein will be available to the public unless the information is excepted from the requirements of Government Code Section 552.021 pertaining to Open Records. The exception that allows the City to protect information that, if released, would give advantage to a competitor or offeror does not apply after the procurement process is complete and the contract has been awarded. Trade secrets, commercial or financial background data and privileged or confidential information may be excepted from public inspection. If any information contained in your offer qualifies for an exception because it falls into one of the categories above it should be clearly marked "CONFIDENTIAL" at the top right corner using minimum of 14+ font size and the basis of your claim of confidentiality has to be stated. Data so identified will be maintained as a protected record. Offerors who claim that information contained in a proposal should be protected from public disclosure after the award of the contract may be asked to support such claim if the City receives an Open Records request for the information and requests a determination by the Attorney General. [Rev.6/26/2023] **IMPORTANT NOTICE** Note: Any changes in due date or material changes for any solicitation will be posted on https://elpasotexas.ionwave.net/CurrentSourcingEvents.aspx It is the offeror's responsibility to ensure that they have all pertinent information regarding solicitations, including all amendments prior to submitting their proposal. For paper submissions, please refer to lonwave system https://elpasotexas.ionwave.net/Login.aspx to ensure you have viewed and received all amendments prior to submitting your formal proposal. Recommendation(s) for formal awards shall be posted on the City's website the Thursday afternoons prior to the Tuesday City Council and/or Mass Transit meetings wherein the recommendation shall be presented. Offerors are responsible for monitoring the City's website for postings and awards. I confirm that I have read, understand and agree 7 Title 2, Chapter 2.92, Section 2.92.080 Disclosure of Campaign Contributions and Donations Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. Contributions and Donations do NOT disqualify an applicant from doing business with the City. Click here to view Ordinance No. 019581 Click here to download the Disclosure of Campaign Contributions and Donations form Complete and upload to "Response Attachments" tab I have read, downloaded and completed form 8 Wage Theft The City of El Paso Code – Chapter 3.46 3.46.010 Definition 1. Wage Theft Adjudication occurs when: (1) Employer is criminally convicted as an employer pursuant to Section 61.019 of the Texas Labor Code for failure to pay wages; or (2) Injunctive relief is granted in district court under Section 61.020 of the Texas Labor Code against the employer for repeated failures to pay wages as required by Chapter 61 of the Texas Labor Code; or (3) A wage payment determination order becomes final under Section 61.055 or Section 61.060 of the Texas Labor Code; or (4) The Texas Workforce Commission assesses an administrative penalty under Section 61.053 of the Texas Labor Code against the employer for acting in bad faith in not paying wages as required by Chapter 61 of the Texas Labor Code; or (5) Employer is convicted for Theft of Service under Section 31.04 of the Texas Penal Code; or (6) Court of competent jurisdiction finds that an employer engaged in wage theft. 2. Employee and employer have the meanings by Texas Labor Code, Section 61.001.

3. Wages means compensation owed by an employer for labor or services rendered by an employee, whether computed on a time, task piece,

commission or other basis.

4. Wage Enforcement Coordinator shall mean the person designated by the City Manager to receive and investigate claims of wage theft and to create, maintain a Wage Theft database.

5. Wage Theft Complaint means a written complaint filed with the Wage Theft Coordinator alleging any instance of wage theft by an employer.

#### Section 3.46.020 Wage Theft Coordinator

A. Appointment. The City Manager shall designate a Wage Theft Coordinator to perform the duties identified in this Section.

B. Duties. The Wage Theft Coordinator shall:

1. Wage Theft Adjudication Database- the Wage Theft Coordinator shall create and maintain a database of employers located or operating within the City of El Paso who have a Wage Theft Adjudication record. The Wage Theft Database will be created on a "complaint basis" and populated with information provided by third parties. The Wage Theft Coordinator shall be under no obligation to investigate wage theft or to prosecute complaints.

2. Substantiate whether a proposed party to a City Contract has a Wage Theft Adjudication record or part of the Wage Theft Adjudication Database.

3. Receive, review, and process wage theft complaint according to the process established in Section 3.46.040.

4. Coordinate with the Purchasing Director to ensure that the notice of the City's Wage Theft ordinance is included in all the City's bid documents.

5. Provide and present an annual report to City Council regarding the number of employers in the Wage Theft Adjudication Database and an update on the status of the enforcement of the City's Wage Theft ordinance.

#### Section 3.46.030 Wage Theft Adjudication Database

A.Inclusion in Database. No employer shall be included in the database until the Wage Theft Coordinator has:

1. Confirmed that an employer has a Wage Theft Adjudication record;

2. Provided written notice at the address provided by the complainant, or on the documents evidencing the wage theft adjudication of the inclusion of the employer in the Wage Theft Adjudication Database.

3. Allowed the employer thirty (30) days from the date of the notice to protest the employer's inclusion in such database and provide the Wage Theft Coordinator evidence that the employer should not be included in the Wage Theft Adjudication Database. In the case of a wage theft judgment, the Wage Theft Coordinator shall not include the employer in the Database upon proof of full payment of outstanding wage theft adjudication judgment.

**B.** Identity of Employer. An employer operating as a business entity shall be listed by its corporate name, address and type of business organization. If the employer is an individual, the person's name, business address, type of business or occupation shall be included.

C. Removal from Database. An employer shall be removed from the database if:

1. A Wage Theft Adjudication has been annulled, withdrawn, overturned, rescinded or abrogated, and such fact has been confirmed by the Wage Theft Coordinator; or

2. Employer provides proof of full payment of an outstanding wage theft adjudication judgment; or

3. Five (5) years or more has elapsed since the date of the employer's most recent Wage Theft Adjudication.

#### Section 3.46.040 Wage Theft Complaints Procedure

**A. Non- City Contracts.** If no City contract is involved, the Wage Theft Coordinator shall assist persons with wage theft complaints by referring the complaint to the Texas Workforce Commission.

#### B. City Contracts.

1. Filing a Complaint. A person employed in connection with a city contract who has a good faith belief that he is the victim of wage theft may file a wage theft complaint with the Wage Theft Coordinator in writing. The complaint shall contain fact including but not limited to: identity of the employer, date(s) on or during which the wages were earned and were due to be paid, the amount of the wages alleged to have been withheld or unpaid.

2. Notification and Resolution of the Complaint. The Wage Theft Coordinator shall notify the employer of the receipt of the wage theft complaint. Employer shall attempt to resolve the alleged issue with the affected employee by written agreement within thirty (30) days from the receipt of the City notification. Employer shall notify the Wage Theft Coordinator if the issue was resolved between the Employer and the affected employee.

3. Texas Workforce Commissions.

(a) If no resolution is achieved, the complainant shall be referred to the Texas Workforce Commission ("Commission").

(b) The Wage Theft Coordinator shall seek to determine status of the complaint at the commission. The Wage Theft Coordinator shall place Employer in the Wage Theft Adjudication Database if it appears that the Commission has made a finding that wage theft occurred.

#### Section 3.46.050 Retaliation Prohibited

A. No City Contractor shall retaliate against any person who has filed a wage theft complaint pursuant to this Chapter. Retaliation means action to discharge from employment, discipline, or otherwise punish an employee for filing a wage theft complaint in good faith.

B. If the Wage Theft Coordinator determines that retaliation has occurred, the Wage Theft Coordinator shall refer the matter to the City Attorney for appropriate action.

#### Section 3.46.060. Sanctions And Penalties- City Contracts

#### A. Existing City Agreement.

1. In the event the City becomes aware of the fact an Employer acting under a contract which was awarded prior to the effective date of this Ordinance has been adjudicated for wage theft, the City may terminate the contract.

2. Prior to terminating the contract the City will provide Employer with thirty (30) days' notice and opportunity to provide full proof of payment of outstanding wage theft adjudication judgment.

3. The award of future City contracts after termination of an existing contract due to an Employer's wage theft adjudication shall be managed as a New City Agreement in this section.

#### B. New City Agreement.

1. In the event the City becomes aware an Employer with a wage theft adjudication record has submitted a bid or proposal for City work prior to the award of a contract, the City shall deem the Employer non-responsible and refuse to enter into a City Agreement with such Employer for a period of five (5) years after the date of final adjudication.

2. Prior to deeming the Employer as non-responsible, the City will provide the Employer with thirty (30) days' notice and opportunity to provide full proof of payment of outstanding wage theft adjudication judgment.

### 9 Cooperative Purchasing

This contract may be utilized for purchases by other local government entities under an interlocal cooperation agreement, Texas Government Code Chapter 791. Any contract award by the City of El Paso on behalf of another local government entity shall be contingent upon the issuance of a purchase order or execution of a separate contract by the other local government entity. The Contractor must deal directly with the local government entity concerning the placement of orders, issuance of the purchase order, insurance certificates, contractual disputes, invoicing and payment or any other terms and conditions that the other local government entity may require. The actual utilization of this contract award by the other local government entity.

The City of El Paso is acting on the behalf of other local government entities for the sole purpose of complying with Texas competitive bidding requirements and shall not be held liable for any costs, damages, etc. incurred by any bidder with regard to any purchase by another local government entity. The City of El Paso shall be legally responsible only for payment for goods and services in the quantities detailed in the City's own purchase order or contract.

#### Cost Preparation

This solicitation does not commit the City of El Paso to pay any costs incurred in preparing and submitting a proposal or to contract for the services specified. This solicitation is not to be construed as a contract or a commitment of any kind, nor does it commit the City of El Paso to pay for any costs incurred in the preparation of a formal presentation, or for any costs incurred prior to the execution of a formal contract.

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#### Cone of Silence

#### Cone of Silence/Anti Lobbying Policy

The City's Cone of Silence/Anti Lobbying Policy was adopted to ensure a fair and competitive bidding environment by preventing communication between City officials, employees, or representatives and parties involved in the bidding process that could create an unfair advantage to any party with respect to the award of a City contract.

During the period of in which the City has issued a solicitation, including a competitive bid, request for proposal (RFP), request for qualifications (RFQ), highest qualified bid (best value), competitive sealed proposals, design-build, public-private partnership, any other type of solicitation required by law, or the giving of a notice of a proposed project, which shall begin on the day that is advertised and end on the date that the notice of the award has been posted by the City Clerk for placement on the agenda, no person or registrant shall engage in any lobbying activities with City officials and employees.

For an unsolicited or competing proposal for a public-private partnership, the period in which no person or registrant shall engage in any lobbying activities with City officials and employees shall begin on the date that the City receives a notice of intent to submit an unsolicited proposal and end on the date the notice of award has been posted by the City clerk for placement on the agenda.

If contact is required with City employees, such contact will be done in accordance with procedures incorporated into the solicitation document and the City's contracting policies. Any person or entity that violates this provision may be disqualified in accordance with Section 2.94.130 of this chapter. Furthermore, any person who knowingly or intentionally violates the provisions of this policy, with respect to the solicitation or award of a discretionary contract may be prohibited by the City council from entering into any contract with the City for a period not to exceed three years.

The Cone of Silence/Anti Lobbying Policy prohibits any communication or lobbying activities during the Cone of Silence period, by any person, including but not limited to, bidders, lobbyists or consultants of bidders, service providers or potential vendors and any the following:

1. City Staff and City Consultants, including any employee of the City of El Paso, any person retained by the City of El Paso as a Consultant on the project, or any person having participated in the development, design, or review of documents related to the project.

2. City Officials, including the Mayor, Council Representatives and their respective staff.

3. Members of the City's Selection Committee, whether City employees or outside experts appointed or selected by the City.

#### The Cone of Silence/Anti Lobbying Policy does not apply to:

1. Questions of Process and Procedure, including oral communications with the Purchasing Director or Bid Administrator, provided the communications are strictly limited to matters of process or procedure already contained in the solicitation document. A minimum of ten days will be provided for questions during solicitation unless otherwise stated in the Solicitation Schedule of Events in the documents.

2. Pre-Proposal/Pre-Bid Conferences, including oral communications at pre-proposal or pre-bid conferences, oral presentations before selection committees, contract negotiations, and public presentations made to the Mayor and Council Representatives during a duly noticed public meeting.

3. Written Communications, to the Purchasing Analyst/Agent identified in the solicitation.

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**Requests for Clarifications** 

In order to meet the City's schedule for awarding this requirement it is extremely important that requests for clarification or additional information, or requests for a change in the specifications, be submitted in the online bidding system no later than the date indicated in the Schedule of Events for this solicitation. Questions submitted after this date may not elicit a response.

Offerors shall promptly notify the Purchasing & Strategic Sourcing Department of any ambiguity or inconsistency which they may discover upon examination of a solicitation document. During the proposal process, offeror shall not contact any City staff except those designated in this solicitation or in subsequent documentation. Non-compliance with this provision may result in rejection of the bid involved.

## **Contract Term and Contract Officer Information**

#### Initial Term

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The successful Offeror(s) shall complete all work hereunder within the terms of the contract. The initial contract period shall be for three (3) years starting as indicated in Award Letter.

#### **Option Terms**

The City of El Paso shall have the option to extend the term of the Contract for up to one (1) additional term of two (2) years. The City Manager or designee may extend the option to extend.

#### Contracting Officer (CO) and Contracting Officer's Representative (COR)

Acceptance of services will be the responsibility of the Contracting Officer (CO), who also serves as City of Paso Purchasing Director, or designee. The Contracting Officer is responsible for final approval and acceptance of all services rendered. Upon contract execution, the Contracting Officer will delegate a Contracting Officer's Representative (COR) and Department Contracts Administrator(s) (DCAs) to assist with the administration of the resultant Contract.

#### Scope of Work and Minimum Requirements

#### **Background Information**

The City of El Paso, Texas is interested in hiring an agency to perform, review and audit services with regard to the City's Local Hotel Occupancy Tax Revenues. Currently, the City of El Paso has approximately 105 hotel/motel establishments operating within the city. The review and audit program should include, but not be limited to:

- Ordinance, return and administration review.
  - Recommend improvements for lodging provider compliance and revenue generation and administration.
- Analysis and compliance review services.
  - Obtain and analyze information.
  - Conduct unobtrusive collection of information on each property, including number of rooms, occupancy rate, physical condition, business dynamics.
  - Perform discovery services designed to identify and locate lodging providers not properly registered or requiring additional investigation or examination to determine compliance with City's lodging tax ordinance.
- Field Audit Services.
  - Provide City with detailed information and resources for a draft engagement announcement letters and other correspondence necessary between the City and the lodging provider throughout the audit.
  - Perform on-site examination of records.
  - Verify accuracy of data submitted with all relevant financial information necessary to complete the audit.
  - Coordinate with City as necessary to review findings and recommendations.
- Comprehensive Reporting.
  - Review and recommendation reporting.
  - Audit findings reporting by lodging provider.
  - Annual trend and revenue analysis reporting.
  - Reporting of other relevant information with regard to ordinance compliance and related matters.
- Other Services as deemed necessary.

#### Exceptions to Scope of Work

None

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#### **Payment Terms and Conditions**

NOTE: All vendors must accept an ACH payment effective immediately. If awarded a contract or order, an approved account is needed to complete contract execution and process future payments. A secure link to our PaymentWorks system will be provided to the point of contract in the bid submission.

#### Advance Payments

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All contract payments shall be made in accordance with the Contract's invoice payment terms. The City of El Paso will make no advance payments for the goods and/or services that are subject of this bid unless otherwise noted in the Form of Contract. Invoices may be submitted on no more than a monthly basis. Invoices submitted for services rendered shall be forwarded to the address indicated on the "Bill to Information" located on the "Event Details" tab.

#### **Prompt Payment**

Payments will be made to the Contractor within <u>thirty (30) days</u> following acceptance of goods or services, or receipt of a properly prepared invoice by the City Department identified in the Invoice Instructions set forth on the Purchase Order, whichever is later. Payments will be considered to have been made on the date electronic funds are transferred.

#### Federal Excise Tax

the City is entitled to a deduction for federal excise tax if it is included on the manufacturer's published price list for applicable items, and contractor <u>must invoice accordingly</u>. A federal tax exemption certification will be provided by the City, upon request.

#### Late Payment fees will incur at the State of Texas statutory rate.

#### **Evaluation Information**

The City will award the contract to the offeror that submits a proposal which represents the "best value" to the City. The best value shall not be based solely upon price but the bid which receives the highest cumulative score for each of the evaluation factors delineated herein. The City considers 70 as a passing score. Scores below a 70 will not be considered for award.

The award shall be based upon the evaluation criteria and process delineated herein.

- a. Evaluation Committee: All properly submitted proposals will be reviewed by an Evaluation Committee.
- b. Weighted Evaluation Criteria: The following weighted criteria will be considered to determine which proposal offers the "best value" to the City.
- c. Offeror must fill out the appropriate forms delineated within the solicitation.

Any award made under this solicitation shall be made to the Offeror who provides goods or services, other than professional services as defined by Section 2254.002 of the Government Code, that are determined to be the most advantageous to the City. Factors to be considered in determining the proposal most advantageous to the City are included in the Evaluation Factors Attribute.

#### **Evaluation and Award Process**

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1. An Evaluation Committee shall be established to evaluate proposals based solely on the Evaluation Factors included in this solicitation. Factors not specified in the solicitation will not be considered. The City reserves the right to waive any minor irregularities or technicalities in the offers received. Proposals will be evaluated on an individual basis against the requirements stated in the solicitation.

2. All proposals are subject to the terms and conditions of this solicitation. Material exceptions to scope of work or specification or failure to meet the City's minimum specifications, shall render the offer non-responsive to the solicitation.

3. Minor problems of completeness or compliance may be called to the attention of Offerors for clarification. Substantial deviations from specifications or other requirements of this solicitation will result in disqualification? of an offeror's proposal.

4. Award of a contract for professional services will be made on the basis of demonstrated competence and qualifications to perform the services and for a fair and reasonable price. Detailed evaluation of the responses to this solicitation will involve a determination of the most favorable combination of various elements contained in this solicitation.

5. During the evaluation process, the City reserves the right, where it may serve in the City's best interest, to request additional information or clarifications from Offerors, or to allow corrections of errors or omissions.

6. All responses meeting the minimum specifications of the scope of work will be ranked based on the evaluation criteria listed. After initial evaluations, the Evaluation Committee will determine a ranking.

7. At the completion of the evaluation period, the City will enter into negotiations with the highest ranked offeror. As part of the requirement to establish the responsibility of the Offeror, the City of El Paso may perform a price analysis to determine the reasonableness of the price(s) of the highest ranked Offeror's professional services. Prices that that appear to be unreasonably low may be determined to be evidence that pricing is not fair and reasonable and cause the proposal to be rejected and/or if the City cannot come to an agreement with that offeror it will formally end negotiations with that offeror and begin negotiations with the next highest ranked offeror.

8. The City reserves the right to negotiate the final scope of services, price, schedule, and any and all aspects of this solicitation with the highest ranked offeror.

9. Proposals to this solicitation that are considered non-responsive will not receive consideration and will not be evaluated. The City reserves the right at any time during the evaluation process to reconsider any proposal submitted. It also reserves the right to meet with any offeror at any time to gather additional information. Furthermore, the City reserves the right to delete, add or modify any aspect of this procurement through competitive negotiations up until the final contract signing.

10. The successful Offeror's proposal to this solicitation will be incorporated into the final contract. Any false or misleading statements found in the proposal will be grounds for disqualification or contract termination. Submission of a proposal indicates acceptance by the Offeror of the conditions contained in this solicitation, unless clearly and specifically noted in the proposal and confirmed in the contract between the City and the Offeror selected.

11. The City reserves the right to award this contract to one Offeror or to make multiple awards. The City may reject any or all proposals if such action is in the City's interest, award, waive informalities and minor irregularities in offers received, and award all or part of the requirements stated.

#### **Evaluation Factors**

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The evaluation process is designed to award the contract to the most qualified offeror based upon the evaluation factors specifically established for this solicitation. <u>Offerors must provide all information outlined in the Evaluation Factors to be considered responsive</u>. Proposal will be evaluated based on the responsiveness of the offeror's information to the Evaluation Factors which will demonstrate the offerors understanding of the Evaluation Factors and capacity to perform the required services of this solicitation. Proposals considered non-responsive will not be evaluated.

EVALUATION FACTORS	MAXIMUM POINTS
A. General Overview of Agency and Services	15 Points
B. Experience – Comparable Contracts	30 Points
C. References	10 Points
D. Capacity and Capability of Agency's Resources	30 Points
E. Number of Hours Dedicated to Engagement	15 Points
Total	100 Points

The establishment, application and interpretation of the above Evaluation Factors shall be solely within the discretion of The City of El Paso ("the City"). The City reserves the right to determine the suitability of offers on the basis of all the factors included in this solicitation.

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Offeror must specify in detail the terms the agency's understanding of the services to be provided and the approach as presented in this RFQ.

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Offeror to provide five (5) contracts comparable in scope within the past five (5) years and to have performed at least for one year within the referenced contracts prior to bid opening. Contract will be considered comparable in scope if they include the following elements: perform, review and audit services with regard to the City's Local Hotel Occupancy Tax Revenues, specify in detail actual experience in State or Local government and professional auditing services.

- Offeror must provide a summary in detail any other demonstrated experiences related to the work described in this RFQ; in particular, experiences related to the work described;
- Offeror must provide in detail the experience, responsiveness, a high level of customer service, documented results in tax compliance review and recovery services and the individuals assigned to the engagement;
- Identification of the individual in charge of day-to-day management and the percentage of time committed for each individual on the engagement.

Offeror is required to use the Experience – Comparable Contract Form for this factor. See Attachment Downloads Tab. Contracts not comparable in scope will not be evaluated.

Note: The maximum points for each contract will be determined by dividing the points allocated to this factor by 5 (i.e. 30 total points  $\div$  5 = 6 points per contract).

Factor C – References ......10 Points

Offeror shall provide references for five (5) contracts listed for Factor B.

A contract deemed non-comparable under Factor B shall not be considered as a viable reference under Factor C and shall not be scored.

Note: The maximum points for each reference will be determined by dividing the points allocated to this factor by 5 (i.e. 10 total points ÷ 5 = 2 points per reference).

#### **Comparable Contracts and Reference Check Notice**

The offeror is responsible for ensuring the accuracy of the comparable contracts and the contact information for the references provided. The City shall not contact the offeror for replacement contracts, references and/or contact information if said e-mail addresses or telephones numbers are not valid or connected.

In addition to the above, the offeror is encouraged to inform said references that they shall initially be contacted via e-mail at the e-mail address provided herein. If a response to the e-mail is not provided within the designated time frame, the City will attempt to contact the reference by telephone at the number provided. If the reference does not respond after two attempts via telephone the offeror shall receive zero points for said reference.

The offeror must specify in detail the capacity and capability to perform auditing services and deliverables utilizing its qualified resources. These resources should include core staff assigned to engagement. Resumes should reflect demonstrated references and history of performance for position assigned to the City of El Paso.

Factor E – Number of Hours Dedicated to Engagement......15 Points

The offeror shall specify the agency's organization and how the organization anticipates to identify in detail the best methodology to meet the specifications and to include the hours dedicated to perform auditing services as noted within this RFQ.

#### Responsibility Determination

Offeror will be deem non-responsible if financial information is not submitted with the proposal. The financial information referenced in section A is required at the time of submission.

The responsibility determination includes consideration of a Offeror's integrity, compliance with public policy, past performance with the City (if any), financial capacity and eligibility to perform government work (e.g., debarments/suspension from any Federal, State, or local government). The City reserves the right to perform whatever research it deems appropriate in order to access the merits of any offer.

#### A. Financial Capacity Determination -

#### **Financial Information**

**Financial Statements.** Please provide financial statements for your organization for at least the last two (2) fiscal years as follows: If a **publicly** held organization:

- (1) Consolidated financial statements as submitted to the Securities and Exchange Commission (SEC) on Form 10K.
- (2) Any Form 8K's filed subsequent to last Form 10K or
- (3) A letter of credit directly from the offeror's financial institution equal to the value of the project.

#### If a **privately** held organization:

- (1) Balance sheet for your last two fiscal years accompanied by audit reports by an independent Certified Public Accountant.
- (2) Statement of income of your last two fiscal years accompanied by audit reports by an independent Certified Public Accountant or(3) A letter of credit directly from the offeror's financial institution equal to the value of the project.

Management discussion and analysis of your organization's financial condition for the last two years indicating any changes in your financial position since the certified statements were prepared.

If not considered proprietary, any recent Management Letters.

#### **Evidence of Financial Responsibility**

Submit evidence of financial responsibility. This may be a credit rating from a qualified firm preparing credit rating or a bank reference.

The City reserves the right to confirm and request clarification of all financial information provided (including requesting audited financial statements certified by an independent Certified Public Accountant), or to request documentation of the offeror's ability to comply with all of the requirements in the solicitation.

Incomplete disclosures may result in a proposal being deemed non-responsive.

Note: Dun & Bradstreet has the capability to obtain information on past performance on specific contractors. Accordingly, the City may require offerors to provide a copy of a recent past performance report prepared by Dun & Bradstreet. The Past Performance Evaluation Report provided to the offeror by Dun & Bradstreet shall be submitted, not later than 14 calendar days after request by the City. The offeror shall be responsible for the cost of Dun & Bradstreet's preparation of the report.

#### **B.** Technical Capacity Determination

The City may conduct a survey relating to the offeror's record of performance on past and present projects that are similar to the scope of work identified in this solicitation, which may include services/projects not identified by the offeror. The City reserves the right to perform whatever research it deems appropriate in order to assess the merits of any offer. Such research may include, but not necessarily be limited to, discussions with outside offeror's, interviews and site visits with the offeror's existing clients and analysis of industry reports. The City will make a finding of the offeror's Technical Resources/Ability to perform the offeror's scope of work based upon the results of the survey.

An offeror will be determined responsible if the City determines that the results of the Technical Resources/Ability survey reflect that the offeror is capable of undertaking and completing the scope of work in a satisfactory manner.

I have uploaded my financial documents

## 2 Disclosures

Offeror to disclose and describe any prior or pending litigation, acquisitions/mergers, civil or criminal, involving a governmental agency or which may affect the performances of the services to be rendered. This includes any instances in which the Offeror or any of its employees, subcontractors, or sub-consultants is or has been involved within the last three years for those applicable items.

✓ I have uploaded my disclosures

# 2 Contract Clauses

Contract Clauses (Terms & Conditions)

1. TERM OF CONTRACT

Under which the City shall order all of its supplies and/or services described in specifications from the successful bidder, hereinafter referred to as the Contractor, for the duration of the contract.

In the event the City has not obtained another service contractor by the expiration date of the term contract, the City, at its discretion, may extend the contract on a month-to-month basis not to exceed six (6) months or until a new contract is awarded.

The term of this agreement shall be for thirty-six (36) months commencing on the date the Contractor receives a written Notice of Award. Delivery of the Notice of Award shall be by email.

#### 2. INVOICES & PAYMENTS

A. The Contractor will submit invoices, in single copy, on each contract after each delivery. Invoices covering more than one purchase order will not be accepted.

- B. Invoices will be itemized, including serial number of unit; transportation charges, if any, will be listed separately.
- C. Invoices will reflect the Contract Number and the Purchase Order Number.
- D. Do not include Federal Tax, State Tax, or City Tax. The City will furnish a tax exemption certificate upon request.
- E. Discounts will be taken from the date of receipt of goods or date of invoice, whichever is later.
- F. A copy of the bill of lading and the freight waybill when applicable will be attached to the invoice.
- G. Payment will not be due until the above instruments are submitted after delivery and acceptance.
- H. Mail invoices to the City Department indicated in the Invoice Instructions set forth on the Purchase Order.
- I. Contractor shall advise the Comptroller of any changes in its remittance addresses.

#### 3. CONTRACTUAL RELATIONSHIP

Nothing herein will be construed as creating the relationship of employer and employee between the City and the Contractor or between the City and the Contractor's employees. The City will not be subject to any obligations or liabilities of the Contractor or his employees incurred in the performance of the contract unless otherwise herein authorized. The Contractor is an independent Contractor and nothing contained herein will constitute or designate the Contractor or any of his employees as employees of the City. Neither the Contractor nor his employees will be entitled to any of the benefits established for City employees, nor be covered by the City's Workers' Compensation Program.

4. INDEMNIFICATION [Rev. 04-15-99] [Rev. 01-04-04] [Rev. 10-19-18]

Contractor or its insurer will INDEMNIFY, DEFEND AND HOLD the City, its officers, agents and employees, HARMLESS FOR AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE, (INCLUDING BUT NOT LIMITED TO ATTORNEY FEES AND COSTS) FOR ANY DAMAGE TO OR LOSS OF ANY PROPERTY, OR ANY ILLNESS, INJURY, PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF SERVICES, OR DEATH TO ANY PERSON ARISING OUT OF OR RELATED TO THIS AGREEMENT, even where such damage, injury, loss, illness, physical or mental impairment, loss of service, or death results from or involves NEGLIGENCE, or allegations of negligence on the part OF THE CITY, its officers, agents, or employees. Without modifying the conditions of preserving, asserting or enforcing any legal liability against the City as required by the City Charter or any law, the City will promptly forward to Contractor every demand, notice, summons or other process received by the City in any claim or legal proceeding contemplated herein. Contractor will 1) investigate or cause the investigation of accidents or occurrences involving such injuries or damages; 2) negotiate or cause to be negotiated the claim as the Contractor may deem expedient; and 3) defend or cause to be defended on behalf of the City all suits for damages even if groundless, false or fraudulent, brought because of such injuries or damages. Contractor will pay all judgments finally establishing liability of the City in actions defended by Contractor pursuant to this section along with all attorneys' fees and costs incurred by the City including interest accruing to the date of payment by Contractor, and premiums on any appeal bonds. The City, at its election, will have the right to participate in any such negotiations or legal proceedings to the extent of its interest. The City will not be responsible for any loss of or damage to the Contractor's property from any cause.

#### 5. GRATUITIES

The City may, by written notice to the Contractor, cancel this contract without liability to Contractor if it is determined by the City that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the City of El Paso with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making or any determinations with respect to the performing of such a contract. In the event this contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

#### 6. WARRANTY-PRICE

A. The price to be paid by the City will be that contained in the Contractor's bid which the Contractor warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this contract for similar quantities under similar or like conditions and methods of purchase. In the event Contractor breaches this warranty the prices of the items will be reduced to the Contractor's current prices on orders by others, or in the alternative, the City may cancel this contract without liability to Contractor for breach or Contractor's actual expense.

B. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the City will have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

#### 7. RIGHT TO ASSURANCE

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) calendar days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

#### 8. TERMINATION [Rev. 06/07/97] [1/10/2020]

#### A. Termination for Convenience

The City of El Paso may terminate this contract, in whole or in part, at any time by written notice to the Contractor. The Contractor will be paid its costs, including the contract close out costs, and profit on work performed up to the time of termination. The Contractor will promptly submit its termination claim to the City of El Paso to be paid the Contractor. If the Contractor has any property in its possession belonging to the City of El Paso, the Contractor will account for the same, and dispose of it in the manner the City of El Paso directs.

#### B. Termination for Default

If the Contractor fails to comply with any provision of the contract the City of El Paso may terminate this contract for default. Termination shall be effected by serving a notice of intent to terminate the contract setting forth the manner in which the Contractor is in default. The Contractor will be given an opportunity to correct the problem within a reasonable time before termination notice is rendered. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. The City shall have the right to immediately terminate the Contract for default if the Contractor violates any local, state, or federal laws, rule or regulations that relate to the performance of this Agreement.

#### C. Termination for Failure to Comply with Subchapter J, Chapter 552, Government Code.

The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract and the Contractor or vendor agrees that the Contract can be terminated if the Contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

#### 9. ADDITIONAL REMEDIES [New 12/96]

If the City terminates the contract because the Contractor fails to deliver goods as required by the contract, the City shall have all of the remedies available to a buyer pursuant to the UNIFORM COMMERCIAL CODE including the right to purchase the goods from another vendor in substitution for those due from the Contractor. The cost to cover shall be the cost of substitute goods determined by informal or formal procurement procedures as required by the Local Government Code. The City may recover the difference between the cost of cover and the contract cost by deducting the same from amounts owed to Contractor for goods delivered prior to termination or any other lawful means.

#### 10. TERMINATION FOR DEFAULT BY CITY [Rev. 06/09/97]

If the City fails to perform any of its duties under this contract, Contractor may deliver a written notice to the Purchasing Director describing the default, specifying the provisions of the contract under which the Contractor considers the City to be in default and setting forth a date of termination not

sooner than 90 days following receipt of the Notice. The Contractor at its sole option may extend the proposed date of termination to a later date. If the City fails to cure such default prior to the proposed date of termination, Contractor may terminate its performance under this Contract as of such date.

#### 11. FORCE MAJEURE [Rev. 06/07/97]

If, by reason of Force Majeure, either party hereto will be rendered unable wholly or in part to carry out its obligations under this Contract then such party will give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, will be suspended for only thirty (30) days during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party will try to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, will mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemies, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals. It is understood and agreed that the settlement of strikes and lockouts will be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure will be remedied with all reasonable dispatch will not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty. If a party is unable to comply with the provisions of this contract by reason of Force Majeure for a period beyond thirty days after the event or cause relied upon, then upon written notice after the thirty (30) days, the affected party shall be excused from further performance under this contract.

#### 12. ASSIGNMENT-DELEGATION

No right or interest in this contract will be assigned or delegation of any obligation made by the Contractor without the written permission of the City. Any attempted assignment or delegation by the Contractor will be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

#### 13. WAIVER

No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

#### 14. INTERPRETATION-PAROL EVIDENCE

This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their contract. No course of prior dealings between the parties and no usage of the trade will be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract will not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this contract, the definition contained in the Code is to control.

#### 15. APPLICABLE LAW

The law of the State of Texas will control this contract along with any applicable provisions of Federal law or the City Charter or any ordinance of the City of El Paso.

#### 16. ADVERTISING

Contractor will not advertise or publish, without the City's prior consent, the fact that the City has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

#### 17. AVAILABILITY OF FUNDS

The awarding of this contract is dependent upon the availability of funding. In the event that funds do not become available the contract may be terminated or the scope may be amended. A 30-day written notice will be given to the vendor and there will be no penalty nor removal charges incurred by the City.

[section continued]

## Contract Clauses

18. VENUE

2 3 Both parties agree that venue for any litigation arising from this contract will lie in El Paso, El Paso County, Texas.

#### 19. ADDITIONAL REMEDY FOR HEALTH OR SAFETY VIOLATION

If the Purchasing Director determines that Contractor's default constitutes an immediate threat to the health or safety of City employees or members of the public he may give written notice to Contractor of such determination giving Contractor a reasonable opportunity to cure the default which shall be a period of time not less than 24 hours. If the Contractor has not cured the violation within the time stated in the notice, the City shall have the right to terminate the contract immediately and obtain like services as necessary to preserve or protect the public health or safety from another vendor in substitution for those due from the Contractor at a cost determined by reasonable informal procurement procedures. The City may recover the difference between the cost of substitute services and the contract price from Contractor as damages. The City may deduct the damages from Contractor's account for services rendered prior to the Notice of Violation or for services rendered by Contractor pursuant to a different contract or pursue any other lawful means of recovery. The failure of the City to obtain substitute services and charge the Contractor under this clause is not a bar to any other remedy available for default.

#### 20. INSURANCE REQUIREMENTS [6/29/2019]

#### Commercial General Liability:

Written on an occurrence form. (There may be situations where a "claims-made" form may be our only option but it is best we require an occurrence form including all the usual coverage known as:

Premises/operations liability Products/completed operations Personal/advertising injury Contractual liability Broad-form property damage Independent contractor liability Explosion, Collapse and Underground (XCU) Cyber Liability/Data/Breach/Ransom

#### Minimum Limits of Liability

\$1,000,000 Bodily Injury/\$1,000,000 Property Damage per occurrence
Commercial General Liability Exclusion Removed/Railroad Protective Liability/Contractual Liability-Railroads
\$1,000,000 Bodily Injury/\$1,000,000 Property Damage Liability per occurrence
Required when a contractor is going to work on or within 50 feet of any "railroad property" Commercial Automobile Liability;
\$1,000,000 Bodily Injury/\$500,000 Property Damage Liability per occurrence

Workers' Compensation Statutory Coverage \$ 500,000 Employers Liability

Professional (Errors & Omissions) Liability (if required) \$1,000,000 per occurrence

Umbrella or Excess Liability Insurance (if required) \$5,000,000 per occurrence

The City, its officials, employees, agents and contractors shall be named as additional insureds and contain a "blanket waiver of subrogation" clause in favor of the City.

The contractor/vendor and their subcontractors' insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and contractors. Any insurance or self-insurance maintained by the City, its officials, employees, agents and contractors shall be in excess of the contractor/vendor's or contractor/vendor's subcontractor's insurance and shall not contribute to the contractor/vendor's or contractor/vendor's subcontractor's insurance and shall not contribute to the contractor/vendor's or contractor/vendor's subcontractor's insurance.

Prior to undertaking any work under this contract, the contractor/vendor, at no expense to the City, shall furnish to the City copy of a certificate of insurance with an actual copy of policy and original endorsements affecting coverage for each of the insurance policies provided in this exhibit. Any deductibles or self-insured retentions must be declared to, and approved by the City. Notices and Certificates required by this clause shall be provided to: City of El Paso Purchasing & Strategic Sourcing Department 300 N. Campbell, 1th Floor El Paso, Texas 79901-1153

Please refer to Bid Number/Contract Number and Title in all correspondence and insurance certificates.

Failure to submit insurance certification may result in contract cancellation.

#### 21. CONTRACT ADMINISTRATION

The point of contact for the administration of this Contract, on behalf of the City of El Paso, is:

Miguel Montiel, CIA, CGAP Audit Manager Telephone: (915) 212-1267 Email: MontielMA@elpasotexas.gov

Note any contact with the Contract Administrator prior to award of this contract is a violation of the Cone of Silence (2.3.1 Cone of Silence/Anti Lobbying Policy) and your submission may be subject to disqualification.

Mail correspondence should be addressed to:

City of El Paso Purchasing & Strategic Sourcing Department 300 N. Campbell, 1th Floor El Paso, TX 79901-1153 Attn: Paula Salas, Lead Procurement and Contract Analyst

Please refer to Bid Number/Contract Number and Title in all correspondence.

#### 22. COMPLIANCE WITH NON-DISCRIMINATION LAWS

The Contractor agrees that it, its employees, officers, agents, and subcontractors, will comply with all applicable federal and state laws and regulations and local ordinances of the City of El Paso in the performance of this Contract, including, but not limited to, the American with Disabilities Act, the Occupational Safety and Health Act, or any environmental laws.

The Contractor further agrees that it, its employees, officers, agents, and subcontractors will not engage in any employment practices that have the effect of discriminating against employees or prospective employees because of sex, race, religion, age, disability, ethnic background or national origin, or political belief or affiliation of such person, or refuse, deny, or withhold from any person, for any reason directly or indirectly, relating to the race, gender, gender identity, sexual orientation, color, religion, ethnic background or national origin of such person, any of the accommodations, advantages, facilities, or services offered to the general public by place of public accommodation.

#### 23. CONTRACTING INFORMATION [1/10/2020]

The Contractor must preserve all contracting information related to this Contract as provided by the records retention schedule requirements applicable to the City for the duration of this Contract. Contractor will promptly provide the City any contracting information related to this Contract that is in the custody or possession of the Contractor on request of the City. On completion of this Contract, Contractor will either provide at no cost to the City all contracting information related to this Contract that is in the custody or possession of the Contractor or preserve the contracting information related to this Contract that is in the custody or possession of the Contractor or preserve the contracting information related to this Contract that is possible to the City.

#### 24. RIGHT TO AUDIT

The Contractor agrees that the City shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and copy any directly pertinent books, computer and digital files, documents, papers, and records of the Contractor involving transactions relating to this Contract. Contractor agrees that the City shall have access during normal working hours to all necessary Contractor facilities, and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The City shall give Contractor reasonable advance notice of intended audits. The City will pay Contractor for reasonable costs of any copying the City performs on the Contractor's equipment or requests the Contractor to provide. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

The Contractor agrees that it will include this requirement into any subcontract entered into in connection with this Contract.

#### 25. CONTRACTOR TO PACKAGE GOODS

The Contractor will package goods according to good commercial practice. Each shipping container will be clearly and permanently marked as follows: (a) Contractor's name and address; (b) Consignee's name, address and purchase order; (c) Container number and total number of containers, e.g., "box 1 of 4 boxes"; and (d) the number of the container bearing the packing slip. The Contractor will bear cost of packaging unless otherwise provided. Goods will be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. The City's count or weight will be final and conclusive on shipments not accompanied by packing lists.

#### 26. SHIPMENT UNDER RESERVATION PROHIBITED

The Contractor is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

#### 27. DELIVERY TERMS AND TRANSPORTATION CHARGES

F.O.B. Destination Freight Prepaid unless delivery terms are specified otherwise in bid; the City agrees to reimburse the Contractor for transportation costs in the amount specified in the Contractor's bid, or actual costs, whichever is lower, if the quoted delivery terms do not include transportation costs, provided the City will have the right to designate what method of transportation will be used to ship the goods.

#### 28. TITLE & RISK OF LOSS

The title and risk of loss of the goods will not pass to the City until the City actually receives and takes possession of the goods at the point or points of delivery.

#### 29. RIGHT OF INSPECTION

The City will have the right to inspect the goods at delivery before accepting them.

#### 30. NO REPLACEMENT OF DEFECTIVE TENDER

Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this will constitute a breach and the Contractor will not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Contractor may reasonably notify the City of his intention to cure and may then make a conforming tender within the contract time but not afterward.

#### 31. PLACE OF DELIVERY

The place of delivery will be that set forth in the solicitation. The terms of this contract are "no arrival, no sale."

#### 32. WARRANTY-PRODUCT

The Contractor will not limit or exclude any implied warranties and any attempt to do so will render this contract voidable at the option of the City. Contractor warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the bid invitation, and to the sample(s) furnished by Contractor, if any. In case of a conflict between the specifications, drawings and descriptions, the drawings and descriptions will govern.

#### 33. SAFETY WARRANTY

Contractor warrants that the product sold to the City will conform to the standards promulgated by the US Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the City may return the product for correction or replacement at the Contractor's expense. In the event the Contractor fails to make the appropriate correction within reasonable time, correction made by the City will be at the Contractor's expense.

#### 34. NO WARRANTY BY THE CITY AGAINST INFRINGEMENTS

As part of this contract for sale Contractor agrees to ascertain whether goods manufactured according to the specifications attached to this contract will cause the rightful claim of any third person by way of infringement or the like. The City makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event will the City be liable to the Contractor for indemnification if Contractor is sued on the grounds of infringement or the like. If Contractor is of the opinion that an infringement or the like will result, he will notify the City to this effect in writing within two weeks after the signing of this contract. If the City does not receive notice and is subsequently held liable for the infringement or the like, the Contractor will save the City harmless (if the Contractor in good faith ascertains that production of goods according to the specifications will result in infringement or the like, this contract will be null and void except that the City will pay the Contractor the reasonable cost of his search as to infringements).

#### 35. TERRORIST ORGANIZATIONS & BOYCOTTING OF ISRAEL [Rev. 4-30-18] [Rev. 10-14-18]

Vendor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State. Vendor further certifies and verifies that neither Vendor, nor any affiliate, subsidiary or parent company of Vendor, if any (the "Vendor Companies"), boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Purchase Order. For purposes of this Purchase Order, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory.

#### 36. DISCRIMINATION AGAINST FIREARM & AMMUNITION INDUSTRIES [Rev 2021-09-23]

Vendor certifies and verifies that (1) neither Vendor, nor any affiliate, subsidiary or parent company of Vendor, if any (the "Vendor Companies"), does not have a written or unwritten internal practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (2) Vendor agrees that Vendor and Vendor Companies will not discriminate during the term of the contract against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association during the term of this agreement pursuant to the provisions of Texas Government Code Chapter 2274. For purposes of this Agreement, the term "Discriminate against a firearm entity or firearm trade association" shall have the meaning defined in Texas Government Code Chapter 2274.

#### 37. BOYCOTTING OF ENERGY COMPANIES [Rev 2021-09-23]

Vendor certifies and verifies that it is not a company identified on the Texas Comptroller's list of companies known to boycott energy companies, as defined in Texas Government Code Chapter 809. Vendor further certifies and verifies that neither Vendor, nor any affiliate, subsidiary or parent company of Vendor, if any (the "Vendor Companies"), boycotts energy companies and Vendor agrees that Vendor and Vendor Companies will not boycott energy companies during the term of this agreement pursuant to the provisions of Texas Government Code Chapter 809. For purposes of this Agreement, the term "boycott energy company" shall have the meaning defined in Texas Government Code Chapter 809.

[end of section]

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### Instructions to Offerors Submitting Paper Proposals

- To download solicitation, click the "Documents" icon located next to "Response History" icon.
- 1. SIGNATURE OF PROPOSAL BY PERSON AUTHORIZED TO SIGN

All proposals shall bear an original signature, in ink, of a responsible officer or agent of the company. Failure to sign the proposal or to include a substitute signed document binding the offeror will be the basis for declaring a proposal non-responsive.

#### 2. REQUIRED NUMBER OF COPIES

Proposals must be submitted in original form with one additional copy.

#### 3. PROPOSAL SUBMISSION INSTRUCTIONS

Proposal must be sealed when presented to the Purchasing & Strategic Sourcing Department. See event details for submission deadlines. Proposals will be publicly opened and read aloud (Offeror's Name, City and State). The City does not provide envelopes or any other office supply for the purpose of submitting Proposals

#### 4. ADDRESSING INSTRUCTIONS

The envelope containing the proposal must be addressed as follows: City of El Paso Purchasing & Strategic Sourcing Department 300 N. Campbell, 1st Floor El Paso, Texas 79901-1153 Attn: Purchasing Director Also, write the **Solicitation Number, Solicitation Title, and Due Date** clearly on a visible section of the envelope.

#### 5. LABELING OF PROPOSALS [Rev 6/15/05]

The Due Date and Solicitation Number and Name must be written on the outside of the package containing the proposal. The City Purchasing & Strategic Sourcing Department may open any unlabeled submittal to identify it properly. Offerors are required to identify their package to protect the integrity of their sealed proposal and to fully avail themselves of the evaluation and selection process.

#### 6. OFFEROR DELIVERY RESPONSIBILITY

Proposals received at the Purchasing & Strategic Sourcing Department after the specified date and time will not be accepted. Package delivery services such as FedEx, UPS, etc., deliver packages must be addressed to the Purchasing Director directly to the Purchasing & Strategic Sourcing

Department.

U.S. Postal Service deliveries, including Express Mail, are only delivered to the Mail Room at City 2 and may or may not be delivered by the Mail Room to the Purchasing & Strategic Sourcing Department by the time and place proposals are opened. The offeror accepts all responsibility for delivering its proposal to the address stated above within the specified time or the proposal will be considered non-responsive and will be mailed back unopened. If the envelope does not reflect a return address, it will be opened for the sole purpose of obtaining the return address.

#### 7. ADDITIONAL INFORMATION

Descriptive literature, where applicable, containing complete specifications or other information sufficient for the City to determine compliance with the specifications must accompany each proposal. Related data, where applicable, will be made part of the proposal. All documents, literature and related data submitted as part of the proposal become the property of the City of El Paso.

Offerors are asked not to include loose brochures (e.g. general marketing material). BROCHURE MATERIAL WILL NOT BE CONSIDERED FOR REVIEW. Only pertinent information should be submitted.

#### 8. ALTERNATE PROPOSALS

The City of El Paso is not accepting alternate proposals for review, evaluation and/or consideration.

#### 9. ACKNOWLEDGMENT OF SOLICITATION AMENDMENTS

All amendments must be acknowledged on the Amendment Acknowledgement Form. Failure to do so may cause the proposal to be rejected. It is the Offeror's responsibility to ensure that their response to a solicitation is incorporating all amendments into said proposal. Amendments may be posted at any time up to and including the due date.

#### 10. PROPOSAL FORMAT AND STRUCTURE

All proposals must follow the submission guidelines below. The City reserves the right to reject proposals not in compliance with these requirements. 1. Use fonts no smaller than Times New Roman, 10 point. Maximum length including title page, the entire proposal, and appendices should not exceed 100 pages but may be required in some instances.

- 2. All pages must be numbered.
- 3. Address all evaluation factors described within this solicitation.
- 4. Major sections must have page breaks between them.
- 5. The proposal must be signed and titled by a duly authorized representative of the Offeror.
- 6. Introduction Page include the following information:

a. State in succinct terms the Offeror's understanding of the services to be provided and how the Offeror anticipates being able to meet the scope of work as delineated within the solicitation.

b. Clearly label with the solicitation number, title, Offeror's name, mailing address, and fax number, and the name, telephone number, and email address of a contact person.

c. Identify by name and title the individual responsible for the administration of the project. That is, the individual who has the responsibility to oversee the contract, not a firm's contract negotiator, etc.

7. The City will not be responsible for locating or securing information not included with proposal. In conducting its assessment, the City may use data provided by the Offeror and data obtained from other sources, but while the City may elect to consider data obtained from other sources the burden of providing thorough and complete information rests with the Offeror.

8. Response to all factors must demonstrate the offeror's comprehension of the objectives and services being procured. Do not merely duplicate the Scope of Work as presented within this Solicitation

### Notice to Offerors

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#### 1. ACCEPTANCE OR REJECTION OF PROPOSALS

The City reserves the right to accept or reject any or all proposals, to waive all minor technicalities, and to accept the proposal is determined to be the most favorable to the City. Additionally, the City may accept a proposal subject to an exception if, in the sole judgment of the City, the proposal meets or exceeds the City's specifications.

2. TIME [Reserved]

#### 3. TIME AND PLACE OF OPENING

Proposals will be opened and read in City Hall, at 2:30 P.M.(MST) on opening day. However, you are cautioned that proposals must be received in the Purchasing & Strategic Sourcing Department no later than 2:00 PM (MST).

4. RECIPROCAL PREFERENCE

#### **Domestic Preferences**

The City reserves the right to grant a preference to cooperative agreement programs, City contracts and Purchase Orders that are funded through

#### federal awards and grants:

(a) As appropriate and to the extent consistent with law, the City may, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

(b) For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

#### **State Reciprocal Preference**

The City reserves the right to grant an offeror with its principal place of business in the State of Texas (Resident Offeror) a preference on a contract against the proposal of any offeror from another state which enforce or has a preference for its resident offeror. The amount of the preference to the resident offeror shall be equal to the preference in the other state. Regarding contracts involving federal funds, the City shall utilize said reciprocal preference unless expressly prohibited by the Grantor.

#### **Municipality Reciprocal Preference**

The City reserves the right to grant a offeror with its principal place of business within the City limits of El Paso, Texas (Local Offeror) a preference on a contract against the proposal of any offeror from another City within the State of Texas which enforce or has a preference for its local offrerors. The amount of the preference to the local offeror shall be equal to the preference in the other City. Regarding contracts involving federal funds, the City shall utilize said reciprocal preference unless expressly prohibited by the Grantor.

#### 5. EVALUATION RESULTS

Any questions concerning evaluation results should be directed to the Purchasing & Strategic Sourcing Representative.

#### 6. REQUEST FOR QUALIFICATIONS TABULATIONS

The Request for Qualification tabulation will be available at https://elpasotexaspurchasingtest.ionwave.net/CurrentSourcingEvents.aspx. No results will be given over the phone.

#### 7. DEBRIEFING REQUESTS

A written request for a debriefing should be directed to the Purchasing & Strategic Sourcing Representative identified in this solicitation within five (5) days after the date of award. Debriefing requests will be scheduled with the designated City staff and Purchasing & Strategic Sourcing Representative.

#### 8. PROTEST/DISPUTE PROCEDURE

Only an offeror who has actually submitted a proposal may appeal an award decision.

Failure to follow the requirements of the Protest procedures established by the City of El Paso, Texas, shall constitute a waiver of all protest rights. Protest must be made after the City Council agenda has been posted and by 5:00 p.m. the day before the City Council meeting in which the award will be made. The offeror must write a letter to the Purchasing Director using the phrase "Bid Protest" to City Hall – 300 N. Campbell, El Paso, TX 79901 – attention to the Purchasing & Strategic Sourcing Department. Protest must be sent by certified or registered mail or delivered in person. Note: the recommendation for award is posted on the City's website at least 72 hours before each Tuesdays Council meeting.

The written protest should include 1) the bid number and should clearly state, with particularity, the relevant facts believed to constitute an error in the award recommendation, or desired remedy; 2) a specific identification of the statutory or regulatory provision that the Protesting Offeror alleges has been violated and the provisions entitling the Protesting Offeror to relief; 3) a specific factual description, with particularity, of each action by the City that the Protesting Offeror alleges to be a violation of the statutory or regulatory provision that the Protesting Bidder has identified pursuant to item (2) of this paragraph (mere disagreement with the decisions of City employees does not constitute grounds for protest). If there is no disputed issue of the material fact, the Protest must indicate this as well.

## 2 Form FHWA-1273

#### REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

XI. Certification Regarding Use of Contract Funds for Lobbying

XII. Use of United States-Flag Vessels: ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

#### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design- build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504

of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60- 1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type,

including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

#### 6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;

(2) Assessing sanctions;

(3) Liquidated damages; and/or

(4) Disqualifying the contractor from future bidding as non- responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non- minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

#### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

#### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101.

Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA- 1273 format and FHWA program requirements.

#### 1. Minimum wages (29 CFR 5.5)

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of

# 2 Amendment A001

#### DESCRIPTION OF AMENDMENT

A. Responses to Bidders questions are on the following page(s)

Except as provided herein, all terms and conditions of the documents, as heretofore changed, remain unchanged and in full force and effect.

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# **CITY OF EL PASO, TX**

**PROPOSAL FOR** 

## HOTEL OCCUPANCY TAX AUDITING

2025-0191R

## FACTOR A – GENERAL OVERVIEW

FEBRUARY 12, 2025





# FACTOR B – GENERAL OVERVIEW

Avenu has proudly supported the great City of El Paso since 2015 with our Hotel Occupancy Tax Auditing and Administration services. Avenu is a privately-owned revenue enhancement recovery services company with specific expertise in helping public agencies across the nation to preserve, enhance, and manage their tax revenue base. Avenu focuses exclusively on local government agencies like the City. Avenu continues to grow over our 40+ years in business and our national footprint is comprised of clients in all 50 states, over 800 employees, over 3,500 active contracts, and the recovery and administration of over \$2.8 billion in general fund revenue. Avenu's dedicated revenue recovery team, many of whom have direct experience with the City, provide concierge-level services to over 900 jurisdictions throughout the nation.

Avenu has office locations strategically positioned across the United States, including two (2) offices in Texas. We offer our local government clients a full range of revenue enhancement and administrative solutions. Avenu works with communities of all sizes, from our smallest client with a population of just 150, to our largest client with a population of over ten (10) million.

#### **HIGHLIGHTS**

- Public sector expert with over 40 years of experience providing Hotel Occupancy Tax Services
- Provider of HOT services to the City since 2015
- Same of similar services provided to over 900 agencies nationwide
- Provide same services to some of the largest cities in Texas
- ► Two (2) offices in Texas
- Recovered over \$500,000 in HOT revenue and administered over \$71M in HOT revenue for the Cityf
- \$2.8 billion in new general fund tax revenue generated for clients EACH year

Since our founding over four decades ago, Avenu has successfully supported thousands of towns, cities, and counties with our full suite of compliance auditing and revenue enhancement services. We are public sector experts, and we understand the challenges faced by cities like El Paso. We currently support the City of El Paso and several other cities and entities in Texas with these same services. Our refined methodologies and processes are a direct result of the nearly 40 years we have been providing auditing services.

## 1.1 AVENU'S EXPERIENCE WITH EL PASO

Avenu has a keen understanding of El Paso, where we currently provide the City with multiple services. This includes Sales and Use Tax Auditing, Franchise Fee Auditing, Hotel Occupancy tax Auditing, and Hotel Occupancy Tax Administration. Specific to this opportunity, below Avenu offers a summary of our performance providing the City with our auditing services:

Year	# of Hotels	HOT Recoveries
2024	19 Hotels	\$1,073,001.83 tax liability findings
2022	20 Hotels	\$404,250.18 recovered
2021	20 Hotels	\$111,209.04 recovered

Avenu has had the great privilege of supporting El Pason since 2015, where we have administered **over \$71M in HOT revenues, and recovered over \$500,000 in HOT taxes with another \$1,000,000 in tax liability findings in 2024**. Additionally, Avenu has recovered over \$250,000 in Franchise Fees for the City since 2019.



## 1.2 CONCLUSION

Avenu continues to have an expansive presence throughout the state. Avenu provides consulting services, the same or similar to that we are proposing to El Paso, this includes the cities of Dallas, Houston, Irving, Lewisville, McAllen, Plano, Arlington, and Richardson. Additionally, in the last 36 months Avenu provides consulting services to state entities such as Denton County Transit Authority, Fort Worth Transportation Authority, and Capital Metro.

Avenu's has a nationwide team of experts, comprised of Certified Public Accountants (CPA), Certified Revenue Examiners (CRE), audit managers, and analysts. The team works as a cohesive unit to pinpoint compliance issues, provide detailed reporting, and recover lost taxes on our government clients' behalf. Specific to sales tax and recovery services, Avenu's experts in Sales Tax Compliance and Recovery Services identify, correct, and optimize Sales and Use Tax issues through comprehensive reviews. We have a dedicated team of examiners and accountants whose region-specific expertise has resulted in the discovery of millions in underreported taxes.



In addition to our audit and administration services, Avenu has been recognized by our clients for our accuracy in our forecasting services, which

enable local governments to make informed business decisions and create sound public policy. Our proven success stems from our highly experienced nationwide team of certified examiners and accountants who use their region-specific expertise. These experts have decades of experience researching and interpreting local ordinances, regulations, statues, and laws.

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Contract ID and Name: Hotel Occupancy Tax Audit Services			
Client Name: City of Irv	ving, TX		
Contract Administrator:	Regina H. Givens, Controller		
Address: <u>825</u> W. Irvi	ng Blvd. I Irving, TX 75060		
Phone Number:	(972) 721-4975		
Email Address:	rgivens@cityofirving.org		
Performance Period: From:_	01/2013 to <u>Ongoing</u> (within the past 5 years) MM/DD/YYY MM/DD/YYY		
	ctor B for elements comparable in scope. Enter all appropriate details that will le in scope. No details or lack of details will be reflected in the score given to		
Avenu has supported the City of Irving, TX with our Hotel Occupancy Tax Auditing serices since 2013. The services provided to the City of Irving are in direct comparison with those requested by the City of El Paso. Avenu provides additional services for the City, having recovered millions in revenue.			

Contract ID and Name: Hotel Occupancy Tax Auditing Services		
Client Name: City of San Ar	igelo, TX	
Contract Administrator: Ryan Gaddy, CPA, MBA, Assistant Director of Finance		
Address: 72 West Co	ollege, San Angelo, TX 76903	
Phone Number:	325-481-2649	
Email Address:	ryan.gaddy@cosatx.us	
Performance Period: From:_	09/2009 to Ongoing (within the past 5 years) MM/DD/YYY MM/DD/YYY	
	ctor B for elements comparable in scope. Enter all appropriate details that will le in scope. No details or lack of details will be reflected in the score given to	
Tax Auditing services. Avenu	tionship with the City of San Angelo, TX, where we provide Hotel Occupancy began providing services in 2009, and have since privded additional services uditing services. The services provided to the City of San Angelo are in driect ired by the City of El Paso.	

Contract ID and Name: Hotel Occupancy Tax Auditing Services		
Client Name: City of Kerrville, TX		
Contract Administrator: Jacob Bogusch, MBA, Finance Compliance Coordinato		
Address: 701 Main Street, Kerrville, Texas 78028		
Phone Number: 830.258.1138		
Email Address: Jacob.Bogusch@kerrvilletx.gov		
Performance Period: From: 05/2008 to Ongoing (within the past 5 years) MM/DD/YYY MM/DD/YYY		
Contract Details: Refer to Factor B for elements comparable in scope. Enter all appropriate details that will make this contract comparable in scope. No details or lack of details will be reflected in the score given to this factor.		
Avenu has provided the City of Kerrville, TX with our Hotel Occupancy Tax Auditing and Administration Services since 2008. The elements of this project are in direct reflection of the requirements of El Paso. The services are ongoing.		

Contract ID and Name: <u>Hotel Occupancy Tax Auditing Services</u>		
Client Name: <u>City of Humble, TX</u>		
Contract Administrator: Jason Stuebe, City Manager		
Address:114 W. Higgins, Humble, TX 77338		
Phone Number: 281-446-3061		
Email Address: jstuebe@cityofhumble.net		
Performance Period: From: 01/2012 to Ongoing (within the past 5 years) MM/DD/YYY MM/DD/YYY		
Contract Details: Refer to Factor B for elements comparable in scope. Enter all appropriate details that will make this contract comparable in scope. No details or lack of details will be reflected in the score given to this factor.		
Since 2012, Avenu has provided the City of Humble, TX with Hotel Occupancy Tax Auditing and Administration services. The services provided to City of Humble are in direct comparison with that requested by the City of El Paso. These services began in 2012, and work is ongoing.		

Contract ID and Name: Hotel Occupancy Tax Services		
Client Name: <u>City of South P</u>	Padre Island, TX	
Contract Administrator: Angeli	lica Barrera, Accountant (HOT Department)	
Address: 4601 Padre	e Blvd. South Padre Island, Texas 78597	
Phone Number:	956-761-8382	
Email Address:	ABarrera@MySPI.org	
Performance Period: From:	<u>10/2012</u> to <u>Ongoing</u> (within MM/DD/YYY MM/DD/YYY	the past 5 years)
	tor B for elements comparable in scope. Ente e in scope. No details or lack of details will b	
City with Hotel Occupancy Ta Tax Auditing in this project are	I partnership with the City of South Padre Isla ax Auditing and Administration Services. The e in direct comparison with those requested dre Island started in October of 2012 and the	elements of the Hotel Occupancy by the City of El Paso. Our HOT



# **CITY OF EL PASO, TX**

**PROPOSAL FOR** 

# HOTEL OCCUPANCY TAX AUDITING

2025-0191R

# FACTOR D – CAPACITY OF RESOURCES

FEBRUARY 12, 2025



# FACTOR D – CAPACITY OF RESOURCES

As we have demonstrated in other factors of our proposal. Avenu has all the required capacity, resources, and personnel to successfully support the City in these Hotel Occupancy Tax Auditing Services as we have since 2015. We understand the City, what is required, and what is needed for this project. Avenu has proudly supported the great City of El Paso for over 10 years with our Hotel Occupancy Tax Auditing and Administration services

In addition to Avenu's Hotel Occupancy Tax Administration team administering over \$71,000,000 for the City, Avenu's capacity can be demonstrated in the fact that we **have recovered over \$500,000 in HOT taxes with another \$1,000,000 in tax liability findings in 2024**. Additionally, Avenu has recovered over \$250,000 in Franchise Fees for the City since 2019. All of these resources are deeply familiar with the City, and can be leveraged in support of this contract.

Avenu has office locations strategically positioned across the United States, including two (2) offices in Texas. We offer our local government clients a full range of revenue enhancement and administrative solutions. Avenu works with communities of all sizes, from our smallest client with a population of just 150, to our largest client with a population of over ten (10) million.

Avenu has demonstrated our capacity by successfully supporting thousands of towns, cities, and counties with our full suite of compliance auditing, administration, and revenue enhancement services. Avenu's experts have a deep understanding of El Paso, and our personnel have first-hand experience with the City in these services. Avenu's experts have this understanding of the City due to us providing several services, including Sales and Use Tax Auditing, Franchise Fee Auditing, Hotel Occupancy tax Auditing, and Hotel Occupancy Tax Administration. As we mentioned in other factors, our capacity of resources has resulted in the following revenue being administered by Avenu.

Year	# of Hotels	HOT Recoveries		
<b>2024</b> 19 Hotels \$1,073,001.83 tax liability finding				
<b>2022</b> 20 Hotels \$404,250.18 recovered		\$404,250.18 recovered		
2021	20 Hotels \$111,209.04 recovered			

Avenu's dedication and capacity of resources is proven in the fact that Avenu has been selected to be on GovTech100 list for the last seven (7) years in a row. Avenu's capacity can be demonstrated by our nationwide team of experts, comprised of Certified Public Accountants (CPA), Certified Revenue Examiners (CRE), audit managers, and analysts. The team works as a cohesive unit to pinpoint compliance issues, provide detailed reporting, and recover lost taxes on our government clients' behalf.

In addition to our audit and administration services, Avenu has been recognized by our clients for our accuracy in our forecasting services, which enable local governments to make informed business decisions and create sound public policy. Our proven success stems from our highly experienced nationwide team of certified examiners and accountants who use their region-specific expertise. These experts have decades of



experience researching and interpreting local ordinances, regulations, statues, and laws.

2



# AVENU TEAM

The below Avenu team direct first-hand experience supporting the City of El Paso.

MAIN POINT OF CONTACT



**Matthew Strand, Client Success Manager.** As Avenu's Client Success Manager dedicated to the City, Matt will be working with the City to ensure that all expectations and needs are met throughout the duration of the contract. Matthew is located in Dallas, TX and he will be interfacing with the City at the City's request, and at standard/regular intervals. Matthew has been with Avenu since 2021 and has served Avenu as a Senior Revenue Operations Specialist, where he optimized Avenu's efforts to better support our customers. Prior to joining the Avenu Team, Matt worked for SAP as a Business Operations Specialist and Digital Solutioning Executive. Matthew is a small business owner and an avid skier. Additionally, Matthew is a Corrective Exercise

Specialist & Certified Personal Trainer by the National Academy of Sports Medicine.

# AUDIT TEAM

**Michael Portis, CPA, Vice President of Audit.** As Avenu's Vice President of Audit, Michael leads Avenu's Revenue Enhancement and Recovery Group, which consists of a full suite of compliance auditing across several tax types. Michael is a Certified Public Accountant in both Texas and North Carolina and is a U.S. Army Veteran. Mr. Portis is a Certified Fraud Examiner (CFE) and is directly responsible for the overall performance of this contract and supervising Avenu's Hotel Occupancy Tax team. Michael has 25 years of direct experience in tax auditing and has served in several key positions for some of the largest tax firms in the United States. Prior to joining Avenu, Michael served as a Director of Tax and Unclaimed Property and Tax Manager for Apexanaltix. Additionally, Michael served as Senior Tax Manager for EY, Revenue Field Auditor II for the North Carolina Department of Revenue, State Tax Consultant for Enron, and Supervising Senior Tax Consultant for KPMG. **Education:** Doctor of Law from University of Houston Law Center and Bachelor of Business Administration in Accounting from University of Texas at San Antonio.

Alexandra Lake, CPA, Director of Audit. As Avenu's Director of Audit, Alex's primary responsibility is to manage Avenu's Audit and Analyst Team to ensure all audits and reviews are done in the most efficient and effective way possible. She is trained to identify potential revenue that is lost. Her understanding of the tax laws and taxpayer behavior observations during her 22 years of compliance auditing makes her a great asset to this project. Alex has been with Avenu since 2000 and she offers the City a comprehensive wealth of experience. Alex started with Avenu as a Tax Examiner, and has risen through the ranks to become Supervisor, Manager, and now Director. Alex is a Certified Public Accountant (CPA), Certified Tax Examiner (CTE), and she has her Bachelor of Science in Accounting from the University of Houston.

# AUDIT TEAM

**Travis Fletcher, HOT Audit Supervisor.** As Avenu's Audit Supervisor, Travis will be working with the team of tax examiners in Avenu's Hotel/Motel Auditing Division for the State of Texas. Travis will be monitoring the performance of the team and its overall effectiveness and ensuring the project stays on track. Travis will work on any escalated issues as the auditing team reports directly to him. Travis has been with Avenu since 2012. Travis has 10+ years' auditing experience in Hotel Tax, Sales & Use Tax, and Franchise Tax. Education: Master of Business Administration and Bachelor of Science in Accounting from The University of Texas at Tyler.



# **CITY OF EL PASO, TX**

**PROPOSAL FOR** 

# HOTEL OCCUPANCY TAX AUDIT

2025-0191R

# FACTOR E – NUMBER OF HOURS DEDICATED TO ENGAGEMENT

FEBRUARY 12, 2025



HOTEL OCCUPANCY TAX AUDIT FACTOR E – NUMBER OF HOURS 2025-0191R

# **FACTOR E - NUMBER OF HOURS**

Based upon the complexities of the lodging industry as a whole, the requisite expertise and familiarity with recordkeeping, ever-evolving procedural and technical terminology intrinsic to each industry, and the ability to navigate providers' audit defense strategies and control their flow of cooperation, Avenu's typical Hotel Occupancy Tax audits require at least 20-40 hours per audit from initiation to resolution to ensure a complete and thoroughly scrubbed compliance audit. Given our nationwide notoriety and recognized professionalism in dealing with these formidable entities, Avenu is able to navigate this process through established contacts with lodging providers both regionally and nationwide, and are capable to expediting the process at a far greater rate than other entities with much less experience and recognition within the Hotel Occupancy Tax auditing industry. Most notably in this regard, our combination of tax, accounting, and legal franchise industry experts resolve issues of contest, legal or otherwise, in these matters in the City's favor without having to draw upon City resources.

2

# **CERTIFICATE OF INTERESTED PARTIES**

# FORM 1295

1 of 1

						101
	Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.			CEF	OFFICE USE	
1	1 Name of business entity filing form, and the city, state and country of the business entity's place of business.			<b>Certificate Number:</b> 2025-1267574		
	Avenu Insights & Analytics, LLC			2025	-1207374	
	Centreville, VA United States			Date	Filed:	
2	Name of governmental entity or state agency that is a party to	the contract for which t	the form is		0/2025	
ľ	being filed.	the contract for which t				
	City of El Paso, TX			Date	Acknowledged:	
3	Provide the identification number used by the governmental endescription of the services, goods, or other property to be prov			the co	ontract, and prov	vide a
	2025-0191R					
	Hotel Occupancy Tax Audit					
4					Nature o	finterest
Ľ	Name of Interested Party	City, State, Country	(place of busine	ess)	(check ap	
					Controlling	Intermediary
-						
5	Check only if there is NO Interested Party.					
6	UNSWORN DECLARATION					
	My name is Paul Colangelo		and my date of l	birth is	06/02/72	·
	Mundaline - 5860 Tripity Dorkwoy, Suite 120	Controville	11	^	20120	
	My address is 5860 Trinity Parkway, Suite 120	, <u>Centreville</u>	,/,	, .	20120	, <u>USA</u> .
	(street)	(city)	(St	ate)	(zip code)	(country)
	I declare under penalty of perjury that the foregoing is true and corr	rect.				
	Executed in Fairfax Cou	inty, State of VA	, on the _	<u>10th</u>	day of February	
		101	l.In		(month)	(year)
		Signature of outban	ized acout of acout	raatin	n husingga antit	
		Signature of author	(Declarant)	nactinį	y pusitiess entity	



# City of El Paso Purchasing & Strategic Sourcing Department

# Certification Regarding Boycotting of Energy Company

## THIS IS AN OFFICIAL PURCHASING DOCUMENT – RETAIN WITH PURCHASE ORDER FILE

I, Paul Colangelo	(Full	Name)	the	undersign
representative of <u>Avenu Insights &amp; Analytics, LLC</u>				(Company
Name) (herein after referred as Vendor) hereby Certifies	that:			

- 1. It is not a company identified on the Texas Comptroller's list of companies known to boycott energy companies, as defined in Texas Government Code Chapter 809.
- 2. Vendor further certifies and verifies that neither Vendor, nor any affiliate, subsidiary or parent company of Vendor, if any (the "Vendor Companies"), boycotts energy companies and Vendor agrees that Vendor and VendorCompanies will not boycott energy companies during the term of this agreement pursuant to the provisions of Texas Government Code Chapter 809. For purposes of this Agreement, theterm "boycott energy company" shall have the meaning defined in Texas Government Code Chapter 809.

Signature

02/10/25 Date

Cert re: Boycott of Energy Companies | 21-1044-1638 | 1121835 | (rev 2021.09)



# City of El Paso Purchasing & Strategic Sourcing Department

# Certification Regarding Discrimination Against Firearm & Ammunition Industries

# THIS IS AN OFFICIAL PURCHASING DOCUMENT - RETAIN WITH PURCHASE ORDER FILE

I,Paul Colangelo	_(Full	Name)	the	undersign
representative of <u>Avenu Insights &amp; Analytics, LLC</u>				(Company
Name) (herein after referred as Vendor) hereby Certifies that	at:			

(1) neither Vendor, nor any affiliate, subsidiary or parent company of Vendor, if any (the "Vendor Companies"), does not have a written or unwritten internal practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association; and

(2) Vendor agrees that Vendor and Vendor Companies will not discriminate during the term of the contract against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association during the term of this agreement pursuant to the provisions of Texas Government Code Chapter 2274.

For purposes of this Agreement, the term "Discriminate against a firearm entity or firearm trade association" shall have the meaning defined in Texas Government Code Chapter 2274.

Signature 02/10/25 Date

Cert re: Non-Discrimination against a firearm entity or firearm trade association | 21-1044-1638 | 1121836 | (rev 2021.09)



# **Purchasing & Strategic Sourcing Department**

# **Certification Regarding Terrorist Organizations & Boycotting of Israel**

#### THIS IS AN OFFICIAL PURCHASING DOCUMENT

I, Paul Colangelo	(Full Name) the undersign representative of
Avenu Insights & Analytics, LLC	(Company Name) (herein after referred as Vendor)
hereby Certifies that:	

- It is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.
- 2. Vendor further certifies and verifies that neither Vendor, nor any affiliate, subsidiary or parent company of Vendor, if any (the "Vendor Companies"), boycotts Israel and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory. (See Texas Government Code Chapter 2270.002 and 2252.151-154.)

Signature

02/10/25 Date

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity	FORM CIQ		
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.	OFFICE USE ONLY		
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).	Date Received		
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. <i>See</i> Section 176.006(a-1), Local Government Code.			
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.			
1 Name of vendor who has a business relationship with local governmental entity.			
Avenu Insights & Analytics, LLC			
2 Check this box if you are filing an update to a previously filed questionnaire. (The law re completed questionnaire with the appropriate filing authority not later than the 7th busines you became aware that the originally filed questionnaire was incomplete or inaccurate.)	s day after the date on which		
3 Name of local government officer about whom the information is being disclosed.			
N/A			
Name of Officer			
officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.         A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?         Yes       x       No         B. Is the vendor receiving or likely to receive taxable income, other than investment officer or a family member of the officer AND the taxable income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local government antity?			
<ul> <li>Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</li> </ul>			
N/A			
Check this box if the vendor has given the local government officer or a family member as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.0			
7	5 Date		

# DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

## Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.** 

## **Definitions:**

"Contribution"	A direct or indirect transfer of money, goods, services, or any other thing of value and includes an
	agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer.
	The term includes a loan or extension of credit, other than those expressly excluded by the Texas
	Election Code, and a guarantee of a loan or extension of credit.
"Contributor"	A person making a contribution, including the contributor's spouse.
"Donation"	Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in
	their district.
"Donor"	An individual and spouse, a business entity, or an individual who owns a business entity in whole or in
	part, or is operated by the individual, that is the subject of a council agenda item.
"Benefiting"	Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and
	other award that council will vote on.

**Instructions:** Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of \$500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

# **Contributor / Donor Information:**

Full Name	Paul Colangelo
Business Name	Avenu Insights & Analytics, LLC
Agenda Item Type	2025-0191R Hotel Occupancy Tax Audit
Relevant Department	Internal Audit

**Disclosure Affirmation:** Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.



I have **NOT** made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

## OR

I have made campaign contributions or donations totaling an aggregate of \$500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT (\$)
Mayor	10 1880 See	
District 1		
District 2		
District 3		80
District 4	300000	5
District 5	6230	
District 6	FYA	
District 7		
District 8		

**Declaration:** I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.

Signature:

\_\_\_\_\_\_Date: 02/10/25



# **Purchasing & Strategic Sourcing Department**

#### Indebtedness Affidavit

#### THIS IS AN OFFICIAL PURCHASING DOCUMENT

Before me, the undersigned authority, on this day personally appeared <u>Paul Colangelo</u> [FULL NAME] (hereafter "*Affiant*"), a person known to me to be the person whose signature appears below, whom after being duly sworn upon his/her oath deposed stated as follows:

- A. Affiant is authorized and competent to give this affidavit and has personal knowledge of the facts and matters herein stated.
- B. Affiant is an authorized representative of the following company or firm: [Contracting Entity's Corporate or Legal Name] (hereafter, "Contracting Entity").
- C. Affiant is submitting this affidavit in response to the following bid: Solicitation No. 2025-0191R Hotel Occupancy Tax Audit which is expected to be in an amount that exceeds \$50,000.00.
- D. Contracting Entity is organized as a business entity as noted below (check box as applicable):

#### For Profit Entity (select below):

	Sole Proprietorship
	Corporation
	Partnership
	Limited Partnership
	Joint Venture
х	Limited Liability Company
	Other (Specify type in space provided below):

For Non-Profit Entity or Other (select below):

 Non-Profit Corporation

 Unincorporated Association

E. The information shown below is true and correct for the Contracting Entity. If Contracting Entity is a sole proprietorship or partnership, list all owners of 5% or more of the Contracting Entity. Where the Contracting Entity is an unincorporated association, the required information has been shown for each officer. [Note: In all cases, use FULL name, business and residence addresses and telephone numbers.]

#### **Contracting Entity:**

Name	None
Business Address [No./Street]	
City/State/Zip Code	
Telephone Number	
Resident Address (if applicable)	
City/State/Zip Code	
Telephone Number	
Federal Tax ID Number	
Texas Sales Tax Number	

#### 5% Owner(s) or Officers of Unincorporated Association \*\* (If none, state "None"):

Name	None	
Business Address [No./Street]		
City/State/Zip Code		
Telephone Number		
Resident Address (if applicable)		
City/State/Zip Code		
Telephone Number		

\*\*Attach additional pages if necessary to supply the required names and addresses.

- F. Affiant understands that in accordance with Ordinance No. 016529 of the City of El Paso (the "*City*"), the City may refuse to award a contract to or enter into a transaction with Contracting Entity that is an apparent low bidder or successful proposer that is indebted to the City.
- G. Affiant understands that the term "*Debt*" shall mean any sum of money, which is owed to the City by a Contracting Entity, Owner, or Vendor, that exceeds one hundred dollars (\$100.00) and that has become Delinquent, as defined hereinafter. Such Debt shall include but not be limited to: (i) property taxes; (ii) hotel/motel occupancy taxes; and (iii) license and permit fees.
- H. Affiant understands that the term "Delinquent" shall mean any unpaid Debt that is past due for sixty (60) days or more and, which is not currently subject to challenge, protest, or appeal.
- I. Affiant represents that to the best of its knowledge, the Contracting Entity is not indebted to the City in any amounts as described in Item No. 7 above, as of the date of the submittal. If the Contracting Entity is indebted to the City, the following represents the type and estimated amount of indebtedness:

N/A				

- J. If the Contracting Entity is indebted to the City, describe any payment arrangements that have been entered into to settle the Debt.
  - N/A
- K. In the event that the City refuses to do business with a Contracting Entity due to any indebtedness listed above or as determined by the City Financial Services Department, the Contracting Agency may appeal this determination in accordance with the appeal regulations in Ordinance 016529.

Affiant certifies that he is duly authorized to submit the above information on behalf of the Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has personal knowledge of the accuracy of the information provided herein; and that the information provided herein is true and correct to the best of Affiant's knowledge and belief. Affiant understands that providing false information on this form shall be grounds for debarment and discontinuation of any/all business with the City of El Paso.

SUBSCRIBED AND SWORN to before me on this	_1
---	----

1. Colunto	
Signature	
10th	, <u>20</u> 25
~	
Notary Public	TICINAS
Daniel Wurz	NOTARY 2
Printed Name	HINOTARY
10/31/27	
Commission Expires	MY COMMISSION :
	EXPIRES S
	10/31/2027
	Min With Min
	10/31/2027 . S WEALTH OF WEALTH OF
	**************************************



#### **Purchasing & Strategic Sourcing Department**

#### **Non-Collusion and Business Disclosure Affidavit**

#### THIS IS AN OFFICIAL PURCHASING DOCUMENT

Before me, the undersigned official, on this day, personally appeared Paul Colangelo, a person known to me to be the person whose signature appears below; whom after being duly sworn upon his/her oath deposed and said:

- 1. I am over the age of 18, have never been convicted of a crime and am competent to make this affidavit.
- 2. I am a duly authorized representative of the following company or firm (the "Bidder") which is submitting a response to 2025-0191R Hotel Occupancy Tax Audit

Avenu Insights & Analytics, LLC (Name of Bidder).

- 3. <u>BY SUBMITTING THIS BID, I CERTIFY THAT BIDDER AND ITS AGENTS, OFFICERS OR EMPLOYERS HAVE</u> <u>NOT DIRECTLY OR INDIRECTLY ENTERED INTO ANY AGREEMENTS, PARTICIPATED IN ANY COLLUSION,</u> <u>OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FREE COMPETITIVE BIDDING IN CONNECTION</u> WITH THIS PROPOSAL OR WITH ANY CITY OFFICIAL.
- 4. I have listed in *Paragraph 10* below all the names the Bidder uses and has used in the past and certify that I have disclosed all such names, including any assumed (DBA) names.
- 5. <u>Certificate of Organization</u>. In completing this Affidavit, I have attached a copy of the organization certificate issued by the Secretary of State of the state in which the company was organized (i.e. Certificate of Formation, Certificate of Good Standing, Statement of Operation or Registration and/or a copy of Assumed Name Certificate if the bidder/proposer used a trade name in the Solicitation documents is other than the name under which company was organized).
- 6. <u>Material Change in Organization or Operation</u>. *Except as described in <u>Paragraph 10</u> below*, I certify that Bidder is not currently engaged nor does it anticipate that it will engage in any negotiation or activity that will result in the merger, transfer of organization, management reorganization or departure of key personnel within the next twelve (12) months that may affect the Bidder's ability to carry out the contract with the City of El Paso.
- 7. Debarment/Suspension. Except as described in <u>Paragraph 10</u> below, I certify that Bidder and its subcontractors, officers or agents are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any covered transactions by any federal, state or local department or agency. If such an event has occurred, state in <u>Paragraph 10</u> below, the reason for or the circumstances surrounding the debarment or suspension, including but, not limited to, the name of the governmental entity, the period of time for such debarment or suspension and provide the name and current phone number of a governmental contact person familiar with the debarment or suspension.

I understand the Bidder is obligated to immediately inform the City in the event that the Bidder is included in such a debarment/suspension list during the performance of this Contract with the City of El Paso.

- 8. Default/Termination of Contracts. Except as described in <u>Paragraph 10</u> below, I certify that, within the last 24 months, there are no Contract(s) between the Bidder and a governmental entity that have been terminated, with or without the Bidder's default. If such a contract has been terminated within the last 24 months, state in <u>Paragraph 10</u> below the reason for or circumstances surrounding the termination.
- 9. <u>Taxpaver Identification</u>. In completing this Affidavit, I have also attached a copy of a completed Form W-9 that shows the Bidder's taxpayer identification number (Employer Identification Number or Social Security Number). I understand that failure to provide this information may require the City to withhold 20% of payments due under the contract and pay that amount directly to the IRS.



10. Additional Information (state the number of paragraph above which corresponds to the information provided)

None.								

(Attach additional pages if needed)

Attached are the following:

Certificate of Organization (required by <u>Paragraph 5</u>) Taxpayer Identification (required by <u>Paragraph 9</u>)

I understand that by providing false information on this Affidavit, I could be found guilty of a Class A misdemeanor or state jail felony under the Texas Penal Code, Section 37110. In addition, by providing false information on this Affidavit, the Bidder it could be considered not responsible on this and future solicitations, and such determination could result in the discontinuation of any/all business or contracts with the Bidder by the City of El Paso.

		a olun	
		Signature	
	SUBSCRIBED AND SWORN to before me on this	10 day of February	_, 20 <u>25</u> .
		then	
		Notary Public	
		Daniel Wurz	THOMA
		Printed Name	NOTARY
		<u> </u>	PUBLIC S
		Commission Expires	C REG # 8085084
(Rev. Sept. 200	9)		MY COMMISSION EXPIRES 10/31/2027
			WEALTH OF ME

#### Department of State: Division of Corporations

HOME

/iew Search Results	<u>b</u>			
		Entity Details	5	
	THIS IS NOT	AN OFFICAL CERTI	FICATE OF STATU	S
Status Retrieved:	02/10/2025 at 10:43 PN	I EST		Email Statu
File Number:	3990877	Incorporation Date / Formation Date:		
Entity Name:	AVENU INSIGH	TS & ANALYTICS, LL	.C	
Entity Kind:	Limited Liability Company	Entity Type:	General	
Residency:	Domestic	State:	State:	
<u>Status:</u>	Good Standing	Status as of:	6/1/2006	
REGISTERED AGE	ENT INFORMATION			
Name:	CORPORATION	SERVICE COMPAN	Y	
Address:	251 LITTLE FAL	LS DRIVE		
City:	WILMINGTON	County:	New Castle	
State:	DE	Postal Code:	19808	
Phone:	302-636-5401			
				Back to Entity Search

For help on a particular field click on the Field Tag to take you to the help area.

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▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.						
	Avenu Insights & Analytics, LLC						
	2 Business name/disregarded entity name, if different from above						
-							
on page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Che following seven boxes.	, _	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):				
	Individual/sole proprietor or C Corporation S Corporation Partnership single-member LLC	Trust/estate	Exempt payee code (if any)				
ctio	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partner	ship) ▶					
Print or type. Specific Instructions	Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that						
cific	is disregarded from the owner should check the appropriate box for the tax classification of its owner. Other (see instructions) >	er.	(Applies to accounts maintained outside the U.S.)				
spe	5 Address (number, street, and apt, or suite no.) See instructions.	Requester's name a	and address (optional)				
See S	5860 Trinity Parkway, Suite 120		(-)				
Ŵ	6 City, state, and ZIP code						
	Centreville, VA 20120						
	7 List account number(s) here (optional)						
Par	t Taxpayer Identification Number (TIN)						
	your TIN in the appropriate box. The TIN provided must match the name given on line 1 to ave		curity number				
eside	up withholding. For individuals, this is generally your social security number (SSN). However, for ent alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other es, it is your employer identification number (EIN). If you do not have a number, see <i>How to ge</i>						
TN, la	ater.	or					
lote:	If the account is in more than one name, see the instructions for line 1. Also see What Name a	and Employer	identification number				

Number To Give the Requester for guidelines on whose number to enter.

#### Part II Certification

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- 3. I am a U.S. citizen or other U.S. person (defined below); and
- 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

		1
Sign Here	Signature of U.S. person	

# General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

# **Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

Form 1099-INT (interest earned or paid)

#### 08/01/24 Date 🕨

3

5

0

2 0

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest).
- 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



February 12, 2025

DISCLOSURE – Hotel Occupancy Tax Audit – 2025-191R

Avenu Insights & Analytics, LLC attests that it has no pending litigation, acquisitions or mergers, civil or criminal, or otherwise any other matters that would impact our ability to successfully provide these services to the City of El Paso.

Thank you,

Paul Colangelo, CEO Avenu Insights & Analytics, LLC

# EXHIBIT C

# FEE PROPOSAL



# **CITY OF EL PASO, TX**

BEST AND FINAL OFFER RESPONSE FOR

# HOTEL OCCUPANCY TAX AUDIT

2025-0191R

**NEGOTIATION #2** 

May 8, 2025

Submitted By:

Avenu Insights & Analytics, LLC 5860 Trinity Parkway, Suite 120 Centreville, VA 20120 Attn: Matthew Strand, CSM (952) 261-9505

Proposals@avenuinsights.com

www.avenuinsights.com



HOTEL OCCUPANCY TAX AUDIT RFP # 2025-0191R

**NEGOTIATION 2** 

May 8, 2025

City of El Paso Attn: Paula Salas 300 N. Campbell St. El Paso, TX 79901

#### **RE: Negotiation 2 - for Hotel Occupancy Tax Audit Services**

Dear Paula:

Avenu Insights and Analytics, LLC ("Avenu") is pleased to provide this response to the 2<sup>nd</sup> request of negotiations by the City of El Paso ("City") for Hotel Occupancy Tax (HOT) Audit Services, RFP 2025-0191R.

Our proposed rate as reflected on the next page reflects our best rate. This rate was calculated after careful consideration of many factors. Should the City have any questions, please feel free to contact, Matthew Strand, El Paso's Client Success Manager at (952) 261-9505, or by E-Mail at <u>Matthew.Strand@avenuinsights.com</u>

As stated in previous submissions we are proud that we have demonstrated to the City in our previous services, we have recovered over \$500,000 in HOT revenue and have administered over \$71M in HOT revenue for the City since 2015.

On behalf of Avenu, I welcome the opportunity to continue our partnership with the City and I represent that the information contained in this proposal is true and correct, and we can fulfil the commitments contained in this proposal. As Chief Executive Officer, I am authorized to commit Avenu to a contract and represent the firm in all oral presentations and negotiations. This offer will remain valid for 120 days from the due date of this proposal.

Sincerely,

Paul Colangelo Chief Executive Officer Avenu Insights & Analytics, LLC E-mail: <u>proposals@avenuinsights.com</u>



NEGOTIATION 2

May 6, 2025

RE: Second Negotiation Letter – 2025-0191R Hotel Occupancy Tax Audit Page 2 of 2

# SECOND NEGOTIATION PROPOSAL COST

- Travel expenses (meals, airfare, car rental, fuel, hotel, parking) will be reimbursable, guidelines are attached and will be part of this contract as a requirement.
- 2. Update of one (1) audit per year for approximately 20 hotels per year.
- 3. Proposal cost per auditor for one (1) audit service.

Per Auditor	Proposal Cost
Field Audit per hotel	\$ 2,500

# DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

## Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.** 

## **Definitions:**

"Contribution"	A direct or indirect transfer of money, goods, services, or any other thing of value and includes an
	agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer.
	The term includes a loan or extension of credit, other than those expressly excluded by the Texas
	Election Code, and a guarantee of a loan or extension of credit.
"Contributor"	A person making a contribution, including the contributor's spouse.
"Donation"	Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in
	their district,
"Donor"	An individual and spouse, a business entity, or an individual who owns a business entity in whole or in
	part, or is operated by the individual, that is the subject of a council agenda item.
"Benefiting"	Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

**Instructions:** Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of \$500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

# Contributor / Donor Information:

Full Name	Paul Colangelo
Business Name	Avenu Insights & Analytics, LLC
Agenda Item Type	2025-0191R Hotel Occupancy Tax Audit
Relevant Department	Internal Audit

**Disclosure Affirmation:** Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.



I have **NOT** made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

## OR

I have made campaign contributions or donations totaling an aggregate of \$500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT (\$)
Mayor	66, 880	
District 1		
District 2		
District 3		801
District 4	30000	5
District 5	0250	
District 6	FYA	
District 7		
District 8		

**Declaration:** I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.

Signature:



Legislation Text

# File #: 25-634, Version: 1

# CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

# DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below. No Title's, No emails. Please use ARIAL 10 Font.

**All Districts** Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043 Internal Audit, Edmundo S. Calderon, (915) 212-1365

# AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font. Populate the table to maintain proper formatting. Copy and paste the agenda language in the designated area below. You may include more language after the table. Just made sure all posting language is populated between "TITLE" and "END".

The award of Solicitation 2025-0192R Hotel Occupancy Tax Administration Services to Avenu Insights & Analytics, LLC for an initial term of three (3) years for an estimated amount of \$97,500.00. The award also includes one (1) term of two (2) years for an estimated amount of \$65,000.00. The total contract time is for five (5) years for an estimated total amount of \$162,500.00. This contract will allow a firm to administer the collection and monitoring of the City's Local Hotel Occupancy Tax Revenues.

#### Contract Variance:

The difference based in comparison to the previous contract is as follows: A decrease of \$67,255.00, which represents a 29.27% decrease due to a reduction in scope of work.

Department:	Internal Audit
Award to:	Avenu Insights & Analytics, LLC
City & State:	Centreville, VA
Item(s):	All
Initial Term:	3 Years
Option Term:	2 Years
Total Contract Time:	5 Years
Annual Estimated Award:	\$32,500.00
Initial Term Estimated Award:	\$97,500.00
Option Term Estimated Award:	\$65,000.00
Total Estimated Award:	\$162,500.00
Account(s):	457- 2326 - 57000 - 521100
Funding Source(s):	External Legal Counsel Service

File #: 25-634, Version: 1				
District(s):	All			

This was a Request for Proposals Procurement service contract.

The Purchasing & Strategic Sourcing and Internal Audit Departments recommend award as indicated to Avenu Insights & Analytics, LLC the highest ranked offeror based on the evaluation factors established in the evaluation criteria for this procurement.

It is requested that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of this award.

In accordance with this award, the City Manager or designee is authorized to exercise future options if needed.

# CITY OF EL PASO, TEXAS AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM



DEPARTMENT: Internal Audit Purchasing & Strategic Sourcing

AGENDA DATE: May 28, 2025

#### PUBLIC HEARING DATE: NA

CONTACT PERSON NAME:	Edmundo S. Calderon, Chief Internal Auditor	PHONE NUMBER:	(915)212-1365
	Claudia A. Garcia, Director	PHONE NUMBER	(915)212-0043

## DISTRICT(S) AFFECTED: All

## SUBJECT:

The award of Solicitation 2025-0192R Hotel Occupancy Tax Administration Services to Avenu Insights & Analytics, LLC for an initial term of three (3) years for an estimated amount of \$97,500.00. The award also includes one (1) term of two (2) years for an estimated amount of \$65,000.00. The total contract time is for five (5) years for an estimated total amount of \$162,500.00. This contract will allow a firm to administer the collection and monitoring of the City's Local Hotel Occupancy Tax Revenues.

# **BACKGROUND / DISCUSSION:**

This contract will allow a firm to administer and monitor revenue collection of the City's Local Hotel Occupancy Tax, recording and tracking of the City's Local Hotel Occupancy Tax Payments, deposit City's Local Hotel Occupancy Tax Revenues to the City of El Paso, monitor and collect past due payments from delinquent hotels, provide collection and delinquent payment reports to the City of El Paso and provide City staff access to agency's records to view City's Hotel Occupancy Tax Activity.

# COMMUNITY AND STAKEHOLDER OUTREACH:

A pre-proposal meeting was held on January 22, 2025. One (1) supplier was in attendance.

# **SELECTION SUMMARY:**

Solicitation was advertised on January 14, 2025 and January 21, 2025. The solicitation was posted on City website on January 14, 2025. There were a total twenty-one (21) viewers online; two (2) proposals were received; none from local suppliers. An Inadequate Competition Survey was conducted.

#### **CONTRACT VARIANCE:**

The difference based in comparison to the previous contract is as follows: A decrease of \$67,255.00, which represents a 29.27% decrease due to a reduction in scope of work.

# PROTEST

No protest received for this requirement.

# PRIOR COUNCIL ACTION:

NA

2025-0192R Hotel Occupancy Tax Administration Services

# AMOUNT AND SOURCE OF FUNDING:

Amount: \$162,500.00 Funding Source: External Legal Counsel Service Account: 457- 2326 - 57000 - 521100

# **REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

Report any contributions or donations to City Council of an accumulated total of \$500 or more. Report the name of the elected official and the amount.

NAME	AMOUNT (\$)
Form was provided to the applicant	NA

# 

## **DEPARTMENT HEAD:**

<u>Colmundo S. Calderon</u>

Edmundo S. Calderon, Chief Internal Auditor

Claudia A. Garcia – Director of Purchasing & Strategic Souring

#### Project Form Request for Proposals

#### Award Summary:

2025.

The award of Solicitation 2025-0192R Hotel Occupancy Tax Administration Services to Avenu Insights & Analytics, LLC for an initial term of three (3) years for an estimated amount of \$97,500.00. The award also includes one (1) term of two (2) years for an estimated amount of \$65,000.00. The total contract time is for five (5) years for an estimated total amount of \$162,500.00. This contract will allow a firm to administer the collection and monitoring of the City's Local Hotel Occupancy Tax Revenues.

## **Contract Variance:**

The difference based in comparison to the previous contract is as follows: A decrease of \$67,255.00, which represents a 29.27% decrease due to a reduction in scope of work.

Department:	Internal Audit
Award to:	Avenu Insights & Analytics, LLC
City & State:	Centreville, VA
Item(s):	All
Initial Term:	3 Years
Option Term:	2 Years
Total Contract Time:	5 Years
Annual Estimated Award:	\$32,500.00
Initial Term Estimated Award:	\$97,500.00
Option Term Estimated Award:	\$65,000.00
Total Estimated Award	\$162,500.00
Account(s)	457- 2326 - 57000 - 521100
Funding Source(s):	External Legal Counsel Service
District(s):	All

This was a Request for Proposals Procurement service contract.

The Purchasing & Strategic Sourcing and Internal Audit Departments recommend award as indicated to Avenu Insights & Analytics, LLC the highest ranked offeror based on the evaluation factors established in the evaluation criteria for this procurement.

It is requested that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of this award.

In accordance with this award, the City Manager or designee is authorized to exercise future options if needed.

# CITY OF EL PASO REQUEST FOR PROPOSALS TABULATION FORM

Title: Hotel Occupancy Tax Administration Services

Bid Opening: February 12, 2025

LOCATION:	AMENDMENT(S) ACKNOWLEDGED:
Centreville, VA	YES
Houston, TX	YES
	CEIVED: 0 NO BIDS: 6





Solicitation #: 2025-0192R

**Department: Internal Audit** 

Committee Scoresheet					
CITY OF EI	CITY OF EL PASO RFP SCORESHEET				
	<b>A</b> 1				
PROJECT: 2025-0192R Hotel Occupancy Tax Administration	on Services				
Eva	luation of S	ubmittal			
Avenu Insights & Analytics, LLC Sales Tax Assurance LL Companies					
	MAX POINTS	Centreville, VA	Houston, TX		
Factor A - Proposal	In ottentie				
	30	\$97,500.00	\$319,475.00		
	50	30.00	9.16		
Factor B - General Overview of Agency and Services					
	10	9.67	9.00		
Factor C - Experience – Comparable Contracts					
	15	15.00	11.67		
Factor D - References					
	10	5.20	5.60		
Factor E - Capacity and Capability of Agency's Resource	ces				
	20	19.67	18.00		
Factor F - Number of Hours Dedicated to Engagement					
	15	14.00	12.00		
TOTAL SCORE	100	93.54	65.43		
Rank		1	2		

Online Views for 2025-0192R Hotel Occupancy Tax Administration Services			
<u>No.</u>	Participant Name	City	State
1	Revenue Recovery Group, Inc.	Baton Rouge	LA
2	Avenu Insights & Analytics, LLC	Centreville	VA
3	ekenex ventures and services	dallas	TX
4	Forvis Mazars LLP	Dallas	TX
5	Turner & Townsend Heery, LLC	Dallas	TX
6	Ritz Safety LLC	Dayton	OH
7	Paso-Tex Industries LLC	El Paso	TX
8	WOFFORD TRUCK PARTS (TE EL PASO,LLC)	EL PASO	TX
9	Zeraus Iluminacion	El Paso	TX
10	Condor Consulting Group, LLC	El Paso	TX
11	Jenny Solo	El Paso	TX
12	North America Procurement Council Inc., PBC	Grand Junction	CO
13	1STOPHUB, LLC	Hamshire	TX
14	HdL Companies	Houston	TX
15	Liberty Office Products	HOUSTON	TX
16	Pwxpress	Jacksonville	FL
17	COOLSOFT LLC	Louisville	KY
18	Economic & Planning Systems, Inc. (EPS) (Economic and Planning Systems, Inc	Sacramento	CA
19	Deckard Technologies Inc	San Diego	CA
20	Balance Public Relations and Strategic Solutions Inc	Shafter	CA
21	Info-Solutions Inc	Tustin	CA

# DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

## Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.** 

## **Definitions:**

"Contribution"	A direct or indirect transfer of money, goods, services, or any other thing of value and includes an		
	agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer.		
	The term includes a loan or extension of credit, other than those expressly excluded by the Texas		
	Election Code, and a guarantee of a loan or extension of credit.		
"Contributor"	A person making a contribution, including the contributor's spouse.		
"Donation"	Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in		
	their district,		
"Donor"	An individual and spouse, a business entity, or an individual who owns a business entity in whole or in		
	part, or is operated by the individual, that is the subject of a council agenda item.		
"Benefiting"	Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.		

**Instructions:** Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of \$500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

# **Contributor / Donor Information:**

Full Name	Paul Colangelo
Business Name	Avenu Insights & Analytics, LLC
Agenda Item Type	2025-0192R Hotel Occupancy Tax Administration Services
Relevant Department	Internal Audit

**Disclosure Affirmation:** Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.



I have **NOT** made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

## OR

I have made campaign contributions or donations totaling an aggregate of \$500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT (\$)
Mayor	680, 820	
District 1	EU So	
District 2		
District 3		80
District 4		5
District 5	6230	
District 6	FYA	
District 7		
District 8		

**Declaration:** I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.

Signature:



Legislation Text

# File #: 25-623, Version: 1

# CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

# DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below. No Title's, No emails. Please use ARIAL 10 Font.

#### **District 7**

Planning and Inspections, Philip F. Etiwe, (915) 212-1553 Planning and Inspections, Jose Beltran, (915) 212-1607

## AGENDA LANGUAGE:

*This is the language that will be posted to the agenda. Please use ARIAL 11 Font.* 

An Ordinance changing the zoning of a part of Tract 5D, Tract 5E1A, and Tract 5E1B, Block 41, Ysleta Grant, City of El Paso, El Paso County, Texas from R-F (Ranch and Farm) to C-4 (Commercial) and imposing conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

The proposed rezoning meets the intent of the Future Land Use designation for the property and is in accordance with Plan El Paso, the City's Comprehensive Plan.

Subject Property: North of Americas Ave. and West of Southside Dr. Applicant: Mount Carmel Cemetery, PZRZ24-00042

# CITY OF EL PASO, TEXAS AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM

DEPARTMENT:

AGENDA DATE:

PUBLIC HEARING DATE:

CONTACT PERSON NAME:

PHONE NUMBER:

2nd CONTACT PERSON NAME:

PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBGOAL:

SUBJECT:

BACKGROUND / DISCUSSION:

# **COMMUNITY AND STAKEHOLDER OUTREACH:**

**PRIOR COUNCIL ACTION:** 

AMOUNT AND SOURCE OF FUNDING:

# **REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

NAME	AMOUNT (\$)

**DEPARTMENT HEAD:** 

Philip Eive

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

# ORDINANCE NO. \_\_\_\_\_

# AN ORDINANCE CHANGING THE ZONING OFA PART OF TRACT 5D, TRACT 5E1A, AND TRACT 5E1B, BLOCK 41, YSLETA GRANT, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-F (RANCH AND FARM) TO C-4 (COMMERCIAL), AND IMPOSING CONDITIONS. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

# NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

Pursuant to Section 20.04.360 of the El Paso City Code, that the zoning of a part of Tract 5D, Tract 5E1A, and Tract 5E1B, Block 41, *located in the City of El Paso, El Paso County, Texas,* and as more particularly described by metes and bounds on the attached Exhibit "A", incorporated by reference, be changed from R-F (Ranch and Farm) to C-4 (Commercial), as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

Further, that the property described above be subject to the following conditions which are necessitated by and attributable to the increased intensity generated by the change of zoning in order to protect the health, safety and welfare of the adjacent property owners and the residents of this City:

- That a ten-foot (10') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at thirty feet (30') on center along the property lines adjacent to Mount Carmel Cemetery and R-F (Ranch and Farm) zoning districts. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy or certificates of completion. The landscape buffer shall not be counted towards landscaping requirements.
- 2. No building(s) shall be constructed within fifty feet (50') from a property line abutting Mount Carmel Cemetery and R-F (Ranch and Farm) zoning districts.
- 3. That automotive uses and recycling collection facility shall be prohibited on the subject property.
- 4. That no heavy truck trailer(s) shall have access or be parked for loading or unloading closer than one hundred feet (100') to property lines adjacent to Mount Carmel Cemetery and R-F (Ranch and Farm) zoning districts.
- 5. That a minimum 500-foot distance between property lines be required between any establishments meeting both of the following criteria:
  - a. Establishment deriving 51% or more of their income from the sale of alcoholic beverages for on-premise consumption; and
  - b. Providing outdoor amplified sound.

The penalties for violating the standards imposed through this rezoning ordinance are found in Section 20.24 of the El Paso City Code.

(All signatures following page)

Zoning Case No: PZRZ24-00042

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_,2025.

# THE CITY OF EL PASO

# **ATTEST:**

Renard U. Johnson Mayor

Laura D. Prine City Clerk

**APPROVED AS TO FORM:** 

Jeans Lintrich

Jesus A. Quintanilla Assistant City Attorney

# **APPROVED AS TO CONTENT:**

Philip Tiwe

Philip F. Etiwe, Director Planning & Inspections Department

## LEGAL DESCRIPTION ZONING EXHIBIT

# Exhibit "A"

**BEING** a 9.8 acre tract of land and a 4.2 acre tract of land situated in the Block 41 of the Ysleta Grant, City of El Paso, El Paso County, Texas; said tract being part of Tract 5D, Tract 5E1A, and Tract 5E1B in Block 41 of the Ysleta Grant; said tract being more particularly described as follows:

# 9.8 Acre Tract

BEGINNING at the southwest corner of said Tract 5E1B in the east line of Playa Drain;

THENCE North 14°38'33" East, a distance of 531.64 feet to a point for corner;

THENCE South 35°17'04" East, a distance of 402.58 feet to a point for corner;

THENCE South 28°59'24" East, a distance of 298.95 feet to a point for corner;

THENCE South 29°01'39" East, a distance of 282.04 feet to a point for corner;

THENCE South 32°28'50" East, a distance of 303.29 feet to a point for corner;

THENCE South 87°06'43" West, a distance of 116.48 feet to a point for corner;

THENCE North 87°34'35" West, a distance of 473.18 feet to a point for corner;

**THENCE** North 21°31'26" West, a distance of 606.36 feet to the **POINT OF BEGINNING** and containing 9.8 acres of land, more or less.

# 4.2 Acre Tract

BEGINNING at the north corner of said Tract 5D in the south line of Jornado Lateral;

**THENCE** South 59°13'48" East, a distance of 125.06 feet to a point for corner at the beginning of a tangent curve to the left with a radius of 270.00 feet, a central angle of 18°09'23", and a chord bearing and distance of South 68°18'30" East, 85.20 feet;

THENCE in an easterly direction, with said tangent curve to the left, an arc distance of 85.56 feet to a point for corner;

THENCE South 77°23'12" East, a distance of 384.01 feet to a point for corner;

**THENCE** South 03°29'25" West, a distance of 6.30 feet to a point for corner at the beginning of a non-tangent curve to the left with a radius of 8,270.00 feet, a central angle of 00°34'49", and a chord bearing and distance of South 82°14'43" East, 83.74 feet;

ZONING EXHIBIT PART OF BLOCK 41, YSLETA GRANT CITY OF EL PASO EL PASO COUNTY, TEXAS

Kinley >>> Horn 801 Cherry Street, Unit 11, # 1300 Fort Worth, Texas 76102 FIRM # 10194040 FIRM # 10194040					
Scale	Drawn by	Checked by	<u>Date</u>	Project No.	Sheet No.
N/A	MCB	KHA	1/31/2025	060029400	1 OF 4

**THENCE** in an easterly direction, with said non-tangent curve to the left, an arc distance of 83.74 feet to a point for corner;

THENCE South 55°37'36" West, a distance of 230.39 feet to a point for corner;

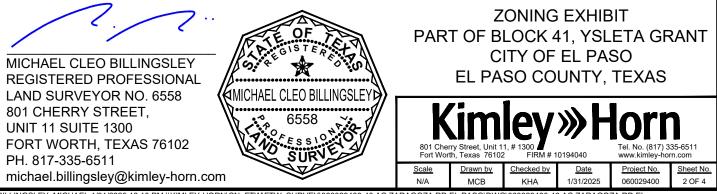
THENCE South 80°26'49" West, a distance of 399.83 feet to a point for corner;

THENCE South 87°06'43" West, a distance of 293.26 feet to a point for corner;

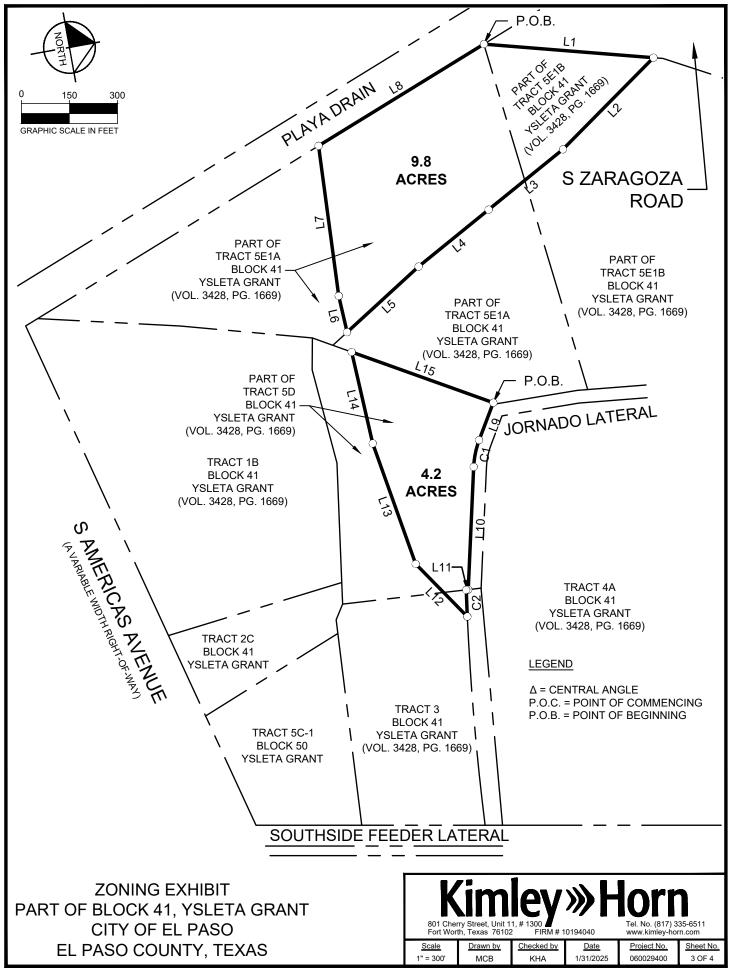
**THENCE** North 29°45'43" East, a distance of 470.13 feet to the **POINT OF BEGINNING** and containing 4.2 acres of land, more or less.

# NOTES

Bearing system based on the Texas Coordinate System of 1983 (2011 adjustment), Central Zone (4203). A survey plat of even survey date herewith accompanies this metes and bounds description. This document was prepared under 22 Texas Administrative Code §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.



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LINE TABLE			LINE	LINE TABLE		
NO.	BEARING	LENGTH	NO.	BEARING	LENGTH	
L1	N14°38'33"E	531.64'	L9	S59°13'48"E	125.06'	
L2	S35°17'04"E	402.58'	L10	S77°23'12"E	384.01'	
L3	S28°59'24"E	298.95'	L11	S03°29'25"W	6.30'	
L4	S29°01'39"E	282.04'	L12	S55°37'36"W	230.39'	
L5	S32°28'50"E	303.29'	L13	S80°26'49"W	399.83'	
L6	S87°06'43"W	116.48'	L14	S87°06'43"W	293.26'	
L7	N87°34'35"W	473.18'	L15	N29°45'43"E	470.13'	
L8	N21°31'26"W	606.36'				

CUF	CURVE TABLE				
NO.	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	270.00'	18°09'23"	S68°18'30"E	85.20'	85.56'
C2	8270.00'	0°34'49"	S82°14'43"E	83.74'	83.74'

ZONING EXHIBIT PART OF BLOCK 41, YSLETA GRANT CITY OF EL PASO EL PASO COUNTY, TEXAS



BILLINGSLEY, MICHAEL 1/31/2025 12:10 PM \\KIMLEY-HORN\CN\_FTW\FTW\_SURVEY\060029400-46 AC ZARAGOZA RD EL PASO\DWG\060029400-46 AC ZARAGOZA RD EL PASO\_ZONING\_2.DWG

# Americas and Southside

City Plan Commission — March 27, 2025

CASE NUMBER: CASE MANAGER: PROPERTY OWNER: REPRESENTATIVE: LOCATION:	<b>PZRZ24-00042</b> Jose Beltran, (915) 212-1607, <u>BeltranJV@elpasotexas.gov</u> Mount Carmel Cemetery Kimley-Horn c/o Bryce Eckeberger Generally North of Americas Ave. and West of Southside Dr. (District 7)
PROPERTY AREA:	14.00 acres
REQUEST:	Rezone from R-F (Ranch and Farm) to C-4 (Commercial)
RELATED APPLICATIONS:	PLCP25-00001, Comprehensive Plan Amendment Application
PUBLIC INPUT:	None received as of March 20, 2025

**SUMMARY OF REQUEST:** The applicant is proposing to rezone the subject property from R-F (Ranch and Farm) to C-4 (Commercial) for the use of general warehouse.

**SUMMARY OF STAFF'S RECOMMENDATION:** Staff recommends **APPROVAL WITH CONDITIONS** of the request. This recommendation is based on the proposed development's compatibility with commercial uses in the surrounding area. Furthermore, the proposed development meets the intent of the proposed G-7, Industrial and/or Railyard land use designation of *Plan El Paso*, the City's Comprehensive Plan in the Mission Valley Planning area. The conditions are as follows:

- 1. That a ten-foot (10') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at thirty feet (30') on center along the property lines adjacent to Mount Carmel Cemetery and R-F (Ranch and Farm) zoning districts. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy or certificates of completion. The landscape buffer shall not be counted towards landscaping requirements.
- 2. No building(s) shall be constructed within fifty feet (50') from a property line abutting Mount Carmel Cemetery and R-F (Ranch and Farm) zoning districts.
- 3. That automotive uses and recycling collection facility shall be prohibited on the subject property.
- 4. That no heavy truck trailer(s) shall have access or be parked for loading or unloading closer than one hundred feet (100') to property lines adjacent to Mount Carmel Cemetery and R-F (Ranch and Farm) zoning districts.
- 5. That a minimum 500-foot distance between property lines be required between any establishments meeting both of the following criteria:
  - a. Establishment deriving 51 % or more of their income from the sale of alcoholic beverages for onpremise consumption; and
  - b. Providing outdoor amplified sound.

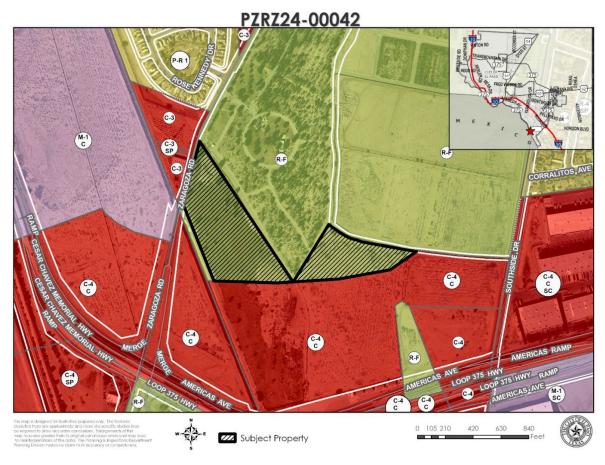


Figure A. Subject Property & Immediate Surroundings

**DESCRIPTION OF REQUEST:** The applicant is proposing to rezone the subject property from R-F (Ranch and Farm) to C-4 (Commercial) to allow for general warehouses. The proposed rezoning will serve to consolidate property under the same zoning district. The subject property is approximately 14.00 acres in size. The conceptual site plan shows the proposed general warehouses development. Access to the subject property will be from Zaragoza Drive, Americas Avenue, and Southside Road.

**COMPATIBILITY WITH NEIGHBORHOOD CHARACTER:** The proposed development is consistent with adjacent commercial uses in the area. Properties to the west consist of vacant lots and retail zoned C-4/c (Commercial/conditions), C-3 (Commercial) and M-1/c (Light manufacturing/conditions). To the south, the property is zoned C-4/c (Commercial/conditions) consisting of vacant lots. Properties to the east are zoned C-4/c (Commercial/conditions), C-4 (Commercial), and R-F (Ranch and Farm) consisting of vacant lots. Properties to the north are zoned R-F (Ranch and Farm) and consist of vacant lots and a cemetery. The nearest school is Capistrano Elementary School which is 1.10 miles away and the closest park is Ysleta City Park located 0.68 miles away.

COMPLIANCE WITH PLAN EL PASO/REZONING POLICY – When evaluating whether a				
proposed rezoning is in accordance with Plan	El Paso, consider the following factors:			
Criteria	Does the Request Comply?			
<ul> <li>Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property:</li> <li><u>G-7, Industrial and/or Railyard:</u> This sector applies to industrial parks, large free-standing industrial uses, refineries, non-military airfields, trucking terminals, and mines, all on large tracts in areas dominated by vehicles. This sector is essential to El Paso's economy; however, when an industrial use becomes obsolete, there can be potential for mixed-use redevelopment of the site. This sector also includes the existing railyards which could be redeveloped as mixed-use communities if the rail yards were moved out of town.</li> </ul>	Yes, the subject property and the proposed development meet the intent of the proposed G-7 - Industrial, Future Land Use designation of <i>Plan El Paso</i> . The proposed development is adjacent to other commercial and manufacturing zone districts.			
Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site: <u>C-4 (Commercial) District</u> : The purpose of these districts is to provide for locations for the most intensive commercial uses intended to serve the entire city. It is intended that the district regulations permit heavy commercial uses characterized by automotive and light warehousing. The regulations of the districts are intended to provide a transition from general business areas to industrial and manufacturing uses, and to accommodate major locations of commerce, service and employment activities.	Yes. The proposed C-4 (Commercial) zoning district will provide for the integration of general warehouses with existing adjacent C-4 (Commercial) zoning districts.			
Preferred Development Locations: Located along an arterial (or greater street classification) or the intersection of two collectors (or greater street classification). The site for proposed rezoning is not located mid-block, resulting in it being the only property on the block with an alternative zoning district, density, use and/or land use. THE PROPOSED ZONING DISTRICT'S EFFECT ON THI EVALUATING THE FOLLOWING FACTORS: Historic District or Special Designations & Study Area Plans: Any historic district or other special designations	Yes. The subject property will have access to Americas Avenue, Zaragoza Road, and Southside Road which are designated as freeway, a minor arterial, and collector, respectively, under the City of El Paso's Major Thoroughfare Plan (MTP). The classification of these roads is appropriate as they connect to other manufacturing and commercial establishments. <b>PROPERTY AND SURROUNDING PROPERTY, AFTER</b> None. The proposed development is not within any historic districts or study area plan boundaries.			
that may be applicable. Any adopted small areas plans, including land-use maps in those plans. <b>Potential Adverse Effects:</b> Potential adverse effects that might be caused by approval or denial of the requested rezoning.	The rezoning request will serve to consolidate the property under the same zoning district as a significant portion of the abutting properties are zoned for higher commercial and industrial uses. The proposed conditions and proposed layout will assist in respecting the abutting cemetery.			

Natural Environment: Anticipated effects on the natural environment.	There are no anticipated effects on the natural environment. The subject property is currently inactive farmland and vacant open land. The existing irrigation canals and drainage laterals adjacent to the development will not be modified.
Stability: Whether the area is stable or in transition.	The surrounding area is in transition from farmland to commercial and industrial uses.
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	Agricultural uses have been inactive for the subject property. There are increased commercial and industrial developments in the area. The southern portion of this property was rezoned from R-F (Ranch and Farm) to C-4 (Commercial) in 1992. On March 18, 2025, City Council approved the proposed rezoning to C-4 (Commercial) of the small R-F (Ranch and Farm) portion of the property along Americas Avenue to the south. The R-F (Ranch and Farm) zoning designation is no longer suitable for the property.

**ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE:** Access to the subject property is proposed from Americas Avenue, Zaragoza Road, and Southside Road which are designated as a freeway, minor arterial, and collector, respectively, under the City of El Paso's Major Thoroughfare Plan (MTP) and are appropriate for commercial development. There are five (5) bus stops located within walkable distance (0.25 miles) of the subject property. The closest bus stop is along Americas Avenue, which is located 0.01 miles from the subject property.

**SUMMARY OF DEPARTMENTAL REVIEW COMMENTS:** No adverse comments were received from the reviewing departments.

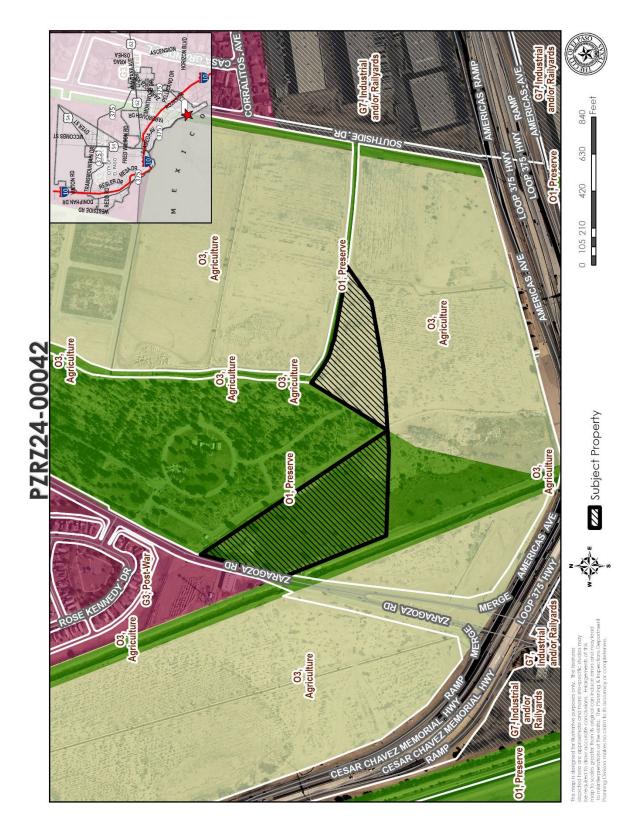
**PUBLIC COMMENT:** The subject property lies within two (2) neighborhood associations including the Mission Valley Civic Association and Corridor 20 Civic Association, which were notified of the rezoning by the applicant. Public notices were mailed to property owners within 300 feet on March 14, 2025. As of March 20, 2025, the Planning Division has not received any communication in support or opposition to the request.

**RELATED APPLICATIONS:** A Comprehensive Plan Amendment application (PLCP25-00001) is running concurrently with this rezoning to adjust the Future Land Use designation from O-1, Preserve and O-3, Agriculture to G-7, Industrial and/or Railyards.

**CITY PLAN COMMISSION OPTIONS:** The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

- 1. **Recommend Approval** of the rezoning request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan.
- 2. **Recommend Approval of the rezoning request With Modifications** to bring the request into conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan. (Staff Recommendation)
- 3. **Recommend Denial** of the rezoning request, finding that the request does not conform to the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.

- 1. Future Land Use Map
- 2. Generalized Plot Plan
- 3. Department Comments
- 4. Neighborhood Notification Boundary Map
- 5. Traffic Impact Analysis (TIA) Letter of Deferral





## Planning and Inspections Department - Planning Division

Staff recommends APPROVAL WITH CONDITIONS of the request. This recommendation is based on the proposed development's compatibility with commercial uses in the surrounding area. Furthermore, the proposed development meets the intent of the proposed G-7, Industrial and/or Railyard land use designation of Plan El Paso, the City's Comprehensive Plan in the Mission Valley Planning area. The conditions are as follows:

- 1. That a ten-foot (10') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at thirty feet (30') on center along the property lines adjacent to Mount Carmel Cemetery and R-F (Ranch and Farm) zoning districts. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy or certificates of completion. The landscape buffer shall not be counted towards landscaping requirements.
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- 5. That a minimum 500-foot distance between property lines be required between any establishments meeting both of the following criteria:
  - a. Establishment deriving 51 % or more of their income from the sale of alcoholic beverages for onpremise consumption; and
  - b. Providing outdoor amplified sound.

#### Planning and Inspections Department – Plan Review & Landscaping Division

The generalized site plan is not being reviewed for conformance due to conceptual nature. No objections to the proposed rezoning.

At the time of submittal for building permits, the project will need to comply with all applicable provisions of the ICC, TAS and Municipal Code.

## Planning and Inspections Department – Land Development

- 1. On site ponding within the subject lot is required. Show proposed drainage flow patterns on the site plan showing how all storm-water runoff will flow into proposed pond. Stormwater runoff is not allowed to flow onto TXDOT roads.
- 2. Coordinate and obtain approval from the Water Improvement District #1 for proposed development crossing and abutting existing irrigation laterals.
- 3. Comply with FEMA flood zone CLOMR/LOMR requirements for developing in a flood zone. Subject property is within the current FEMA flood zone (add note to site plans).
- 4. Lot is within Flood zone and structures must be elevated or flood proofed one foot above the Base Flood Elevation.

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Note: Comments will be addressed at subdivision platting and building permitting stages.

# Fire Department

No adverse comments.

## Police Department

The 911 District has no comments or concerns regarding this rezoning.

Environment Services No comments submitted.

<u>Sun Metro</u> Rezoning does not affect Sun Metro transit services.

## **Streets and Maintenance Department**

## **Traffic & Transportation Engineering**

Streets and Maintenance Traffic Engineering has granted the TIA deferral letter.

Note: TIA is deferred to subdivision platting stage.

## **Streets Lighting:**

Street Lights Department does not object to this request.

Loop 375 or Americas Ave. is a Texas Department of Transportation (TXDoT) right-of-way (ROW).

Street Lights Department requires that all projects that involve a roadway are to be evaluated for lighting requirements based on the City of El Paso Street Design Manual (SDM) and the Design Standards for Construction (DSC) according to City of El Paso Codes (cited below). While developing a project or construction area the existing street illumination system shall be protected and preserved. Complete survey for street illumination system shall be shown on plans. Any change on existing street illumination systems shall be coordinated with Street Lights Department.

For the development of a project a complete set of plans shall be submitted to Street Lights Department for review showing the minimum requirements for street illumination proposals\*\*. The submission shall contain but shall not necessarily be limited to plans indicating the location on the premises of all lighting fixtures, both proposed and existing on the site\*\*\*. The description of all lighting fixtures, both proposed and existing. Photometric data. Plans shall show street illumination design and details. El Paso city code is applicable to this process, Street Design Manual (SDM)\* and any other applicable standards or requirements of the city.

City of El Paso Codes to be followed: \*Title 19 - 19.16.010 - Streetlighting. \*\*18.18.190 – Submission contents. \*\*\* 19.02.040 Criteria for approval.

#### **Contract Management:**

Indicate that for driveways, the Municipal Code Chapter 13.12 shall be followed.

Indicate that any damaged structure must be restored to same or better condition. This goes for asphalt, concrete, manholes and water valves.

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## El Paso Water

Water EP Water-PSB does not object to this request. There is an existing 12-inch diameter water main extending along Southside Dr. This water main is located approximately 5-feet west of the east right-of-way line. This main can be extended to provide service.

Previous water pressure from fire hydrant #623 located at the intersection of Casa Grande Pl. and Corralitos Ave. has yield a static pressure of 114 (psi), a residual pressure of 76 (psi), and a discharge of 1,186 gallons per minute. The owner should, for his own protection and at his own expense, install at the discharge side of each water meter a pressure regulator, strainer and relief valve, to be set for pressure as desired by the customer. The Lot owner shall be responsible for the operation and maintenance of the above-described water pressure regulating device.

## **Sanitary Sewer**

There is an existing 12-inch diameter sanitary sewer main along an easement located approximately 130-ft south of Corralitos Way. This main has an approximate depth of 19-ft. This main can be extended to provide service.

## General

Water and Sanitary sewer main extensions along a 25-foot PSB easement will be required to provide service. Main extensions shall cover the entire frontage. Main extensions and easement acquisition costs will be the responsibility of the owner.

No building, reservoir, structure, parking stalls or other improvement, other than asphaltic paving (HMAC), shall be constructed or maintained on the above referenced EPWater-PSB easement without the written consent of EPWater-PSB. The Developer shall refrain from constructing rock walls, signs, buildings, curbs or any structure that will interfere with the access to the PSB easements. There shall be at least 5-foot setback from the easement line to any building, sign or structure. All easements dedicated for public water and sanitary sewer facilities shall comply with the EPWater-PSB Easement Policy. The PSB easements shall be improved to allow the operation of EPWater maintenance vehicles. EPWater-PSB requires access to the proposed water, sanitary sewer facilities, appurtenances, and meters within the easement 24 hours a day, seven (7) days a week.

Southside feeder canal is an El Paso County Water Improvement District No. 1 facility. Permits for installation of water main within the right of way are required. Lot owner is responsible for permit, survey and consideration fees.

EPWater-PSB requires a new service application to provide service to the property. New service applications are available at 1154 Hawkins, 3rd floor and should be made 6 to 8 weeks in advance of construction to ensure water for construction work. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater-PSB Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

#### Stormwater:

EPWater-SW requires on-site retention of all developed runoff; ensure runoff does not flow off-site. The proposed ponding area shall have enough capacity to hold the developed runoff for a designated 100-yr. storm event. Label the pond as "Private".

#### El Paso County 911 District

No comments submitted.

## **Texas Department of Transportation**

- 1. Submit layout with driveway dimensions and distances between nearby access points on S Americas Ave.
- 2. Submit revised layout to TXDOT for review and approval.
- 3. Submit form 1058 for obtaining a TXDOT permit before any design work is finalized and performed on the ROW.

*Note: comments to be addressed at the permitting stage.* 

# El Paso County Water Improvement District #1

Once the plat is ready, please have the applicant for PZRZ24-00042 Americas and Southside submit an application, fee and three irrigable lands to the office located at 13247 Alameda, Clint, TX 79836.

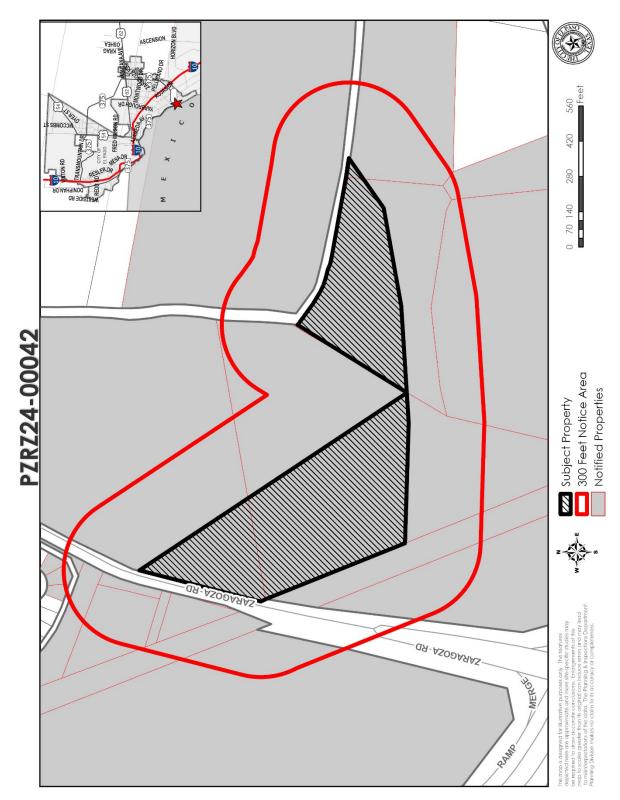
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# **Texas Gas Service**

Texas Gas Service does not have any comments.

# El Paso Electric

We have no comments for the rezoning request.



# **Kimley**»Horn

March 12, 2025

Mr. Jose N. Hernandez Traffic Engineer Associate Streets and Maintenance Department City of El Paso 801 Texas Avenue El Paso, Texas 79901

RE: PZRZ24-0004 TIA Deferral Request.

Dear Mr. Hernandez,

This letter is to formally request that the submittal of a traffic impact analysis be deferred to the subdivision stage of the development in accordance with the City Ordinance Section 19.18.010. The project meets the following sections of the referenced ordinance:

- a) The property proposed for rezoning has not yet been platted; and
- b) The proposed development generates less than 500 peak hour trips.

Should you have any questions, please feel free to contact me at 972-770-1324 or via email at <a href="https://www.bryce.eckeberger@kimley-horn.com">bryce.eckeberger@kimley-horn.com</a>

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Bryce Eckeberger, P.E. Project Manager

kimley-horn.com 13

13455 Noel Road, Galleria Tower 2, Suite 700, Dallas, TX 75069

13

972 770 1300

# DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

# In compliance with Title 2, Chapter 2.92, Section 2.92.080

# Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.** 

# **Definitions:**

"Contribution"	A direct or indirect transfer of money, goods, services, or any other thing of value and includes an
	agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer.
	The term includes a loan or extension of credit, other than those expressly excluded by the Texas
	Election Code, and a guarantee of a loan or extension of credit.
"Contributor"	A person making a contribution, including the contributor's spouse.
"Donation"	Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in
	their district.
"Donor"	An individual and spouse, a business entity, or an individual who owns a business entity in whole or in
	part, or is operated by the individual, that is the subject of a council agenda item.
<b>"</b> D <b>(</b> () <b>"</b>	
"Benefiting"	Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and
	other award that council will vote on.

**Instructions:** Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of \$500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

# **Contributor / Donor Information:**

Full Name	Mount Carmel Cemetery
Business Name	· · · · · · · · · · · · · · · · · · ·
Agenda item ⊺ype	
Relevant Department	

**Disclosure Affirmation:** Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.



I have **NOT** made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR



I have made campaign contributions or donations totaling an aggregate of \$500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT (\$)
Mayor	10,280, 26	
District 1	W So C	3 FD
District 2	IS	
District 3	HB	201
District 4	1. 300000	5/,//
District 5	230	
District 6	FYA	
District 7		
District 8		

**Declaration:** I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.

Date: 12/20/21 Signature:



Legislation Text

# File #: 25-631, Version: 1

# CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

# DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below. No Title's, No emails. Please use ARIAL 10 Font.

## **District 8**

Planning and Inspections, Philip F. Etiwe, (915) 212-1553 Planning and Inspections, Saul J. G. Pina, (915) 212-1604

# AGENDA LANGUAGE:

*This is the language that will be posted to the agenda. Please use ARIAL 11 Font.* 

An Ordinance changing the zoning of Lot 4, Block 1, Falcon Hills #2, 7213 Royal Arms Drive, City of El Paso, El Paso County, Texas from R-3/sp (Residential/special permit) to R-4/sp (Residential/special permit), and imposing a condition. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

The proposed rezoning meets the intent of the Future Land Use designation for the property and is in accordance with Plan El Paso, the City's Comprehensive Plan.

Subject Property: 7213 Royal Arms Drive Applicant: Lucia Garcia, PZRZ24-00029

# CITY OF EL PASO, TEXAS AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM

DEPARTMENT:

AGENDA DATE:

PUBLIC HEARING DATE:

CONTACT PERSON NAME:

PHONE NUMBER:

2nd CONTACT PERSON NAME:

PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBGOAL:

SUBJECT:

BACKGROUND / DISCUSSION:

# **COMMUNITY AND STAKEHOLDER OUTREACH:**

**PRIOR COUNCIL ACTION:** 

AMOUNT AND SOURCE OF FUNDING:

# **REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

NAME	AMOUNT (\$)

**DEPARTMENT HEAD:** 

Philip Tiwe

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

# ORDINANCE NO.

# AN ORDINANCE CHANGING THE ZONING OF LOT 4, BLOCK 1, FALCON HILLS #2, 7213 ROYAL ARMS DRIVE, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-3/SP (RESIDENTIAL/SPECIAL PERMIT) TO R-4/SP (RESIDENTIAL/SPECIAL PERMIT), AND IMPOSING A CONDITION. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

# NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

Pursuant to Section 20.04.360 of the El Paso City Code, that the zoning of Lot 4, Block 1, Falcon Hills #2, 7213 Royal Arms Drive, located in the City of El Paso, El Paso County, Texas, be changed from R-3/sp (Residential/special permit) to R-4/sp (Residential/special permit), as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

Further, that the property described above be subject to the following condition which is necessitated by and attributable to the increased intensity of use generated by the change of zoning in order to protect the health, safety and welfare of the residents of the City:

That a detailed site development plan be reviewed and approved per the El Paso City Code prior to the issuance of building permits.

The penalties for violating the standards imposed through this rezoning ordinance are found in Section 20.24 of the El Paso City Code.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

# THE CITY OF EL PASO

ATTEST:

Renard U. Johnson Mayor

Laura D. Prine City Clerk

**APPROVED AS TO FORM:** 

# **APPROVED AS TO CONTENT:**

Jems Lintrich

Jesus A. Quintanilla Assistant City Attorney

# ORDINANCE NO.

HQ25-4649|Tran#606573|P&I 7213 Royal Arms JAQ Philip Five

Philip F. Étiwe, Director Planning & Inspections Department

Zoning Case No: PZRZ24-00029

# 7213 Royal Arms



City Plan Commission — January 30, 2025

CASE NUMBER: CASE MANAGER: PROPERTY OWNER: REPRESENTATIVE: LOCATION: PROPERTY AREA:	PZRZ24-00029 (REVISED) Saul J. G. Pina, (915) 212-1604, <u>PinaSJ@elpasotexas.gov</u> Lucia Garcia Lucia Garcia 7213 Royal Arms Dr. (District 8) 0.27 acres		
REQUEST:	Rezone from R-3/sp (Residential/special permit) to R-4/sp (Residential/special permit)		
RELATED APPLICATIONS: PUBLIC INPUT:	None One (1) petition list with ten (10) signatures in support received as of January 29, 2025		

**SUMMARY OF REQUEST:** The applicant is requesting to rezone the subject property from R-3/sp (Residential/special permit) to R-4/sp (Residential/special permit) to allow for the use of duplex.

**SUMMARY OF STAFF'S RECOMMENDATION:** Staff recommends **APPROVAL with a CONDITION** of the rezoning request. This recommendation is based on the consistency of the request with *Plan El Paso*, the City's adopted Comprehensive Plan, for the G-4, Suburban (Walkable) future land use designation. The condition is the following:

That a detailed site development plan be reviewed and approved per the El Paso City Code prior to the issuance of building permits.

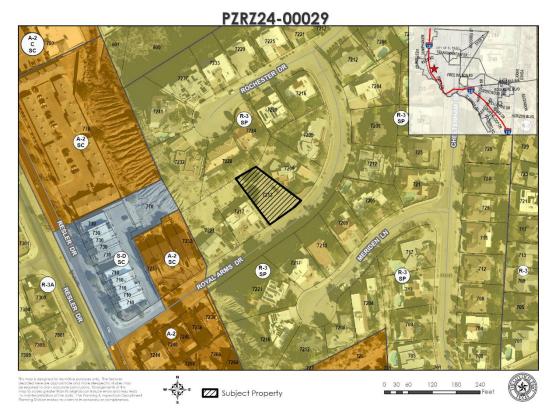


Figure A. Subject Property & Immediate Surroundings

**DESCRIPTION OF REQUEST:** The applicant is requesting to rezone the subject property from R-3/sp (Residential/special permit) to R-4/sp (Residential/special permit) to permit the construction of a duplex. The property is approximately 0.27 acres in size. The conceptual site plan shows a two (2) story building with two (2) residential units. Main access to the proposed development is from Royal Arms Drive. The conceptual plan is not under review for zoning requirements as per Title 20 of the El Paso City Code and is not binding.

**COMPATIBILITY WITH NEIGHBORHOOD CHARACTER:** The proposed rezoning is consistent with single and two-family housing in the immediate vicinity. Properties to the north, south, and east include single-family dwellings zoned R-3/sp (Residential/special permit) and properties to the west include single-family dwellings zoned R-3/sp (Residential/special permit) and townhomes zoned A-2/sc (Apartment/special contract). The nearest school, Polk Elementary School, is 1.0 miles and the nearest park, Bartlett Park, is 1.4 miles in proximity to the proposed development.

#### COMPLIANCE WITH PLAN EL PASO/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with *Plan El Paso*, consider the following factors: **Does the Request Comply?** Criteria Future Land Use Map: Proposed zone change is Yes, the proposed development aligns with the future compatible with the Future Land Use designation for land use designation by providing new mixed housing the property: types in the area that were previously unavailable. G-4, Suburban (Walkable): This sector applies to modern single-use residential subdivisions and office parks, large schools and parks, and suburban shopping centers. This sector is generally stable but would benefit from strategic suburban retrofits to supplement the limited housing stock and add missing civic and commercial uses. Compatibility with Surroundings: The proposed zoning Yes, the proposed zoning is compatible with the district is compatible with those surrounding the site: surrounding residential and multi-family housing types. **R-4 (Residential) District:** The purpose of this The development will integrate with the surrounding district is to promote and preserve residential residential area while maintaining low-density housing development within the city to create basic in the form of a duplex. neighborhood units. It is intended that the district regulations maintain a low density of dwelling units supporting a suburban-urban interface that permits developments utilizing varying lot configurations. The regulations of the districts will permit primarily single-family and two-family residential areas, and recreational and institutional uses incidental to and serving the neighborhood. Preferred Development Locations: Located along an Yes. The subject property is located along Royal Arms arterial (or greater street classification) or the Drive, which is designated as a local road in the City's intersection of two collectors (or greater street Major Thoroughfare Plan. The classification of this road classification). The site for proposed rezoning is not is appropriate for the proposed development as it leads located mid-block, resulting in it being the only to single and multi-family dwellings already existing in property on the block with an alternative zoning the area. district, density, use and/or land use. THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER **EVALUATING THE FOLLOWING FACTORS:** Historic District or Special Designations & Study Area None. The property is not located within any historic **Plans:** Any historic district or other special designations districts nor any other special designation areas. that may be applicable. Any adopted small area plans, including land-use maps in those plans.

<b>Potential Adverse Effects:</b> Potential adverse effects that might be caused by approval or denial of the requested rezoning.	None. There are no anticipated adverse impacts.
<b>Natural Environment:</b> Anticipated effects on the natural environment.	None. The subject property does not involve green field or environmentally sensitive land or arroyo disturbance.
Stability: Whether the area is stable or in transition.	Yes. The area has been stable and has primarily remained zoned for residential use.
<b>Socioeconomic &amp; Physical Conditions</b> : Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	None.

**ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE:** Primary access is proposed from Royal Arms Drive, a roadway classified as local on the City of El Paso's Major Thoroughfare Plan (MTP) and is suitable for the proposed development. The proposed development is accessible through vehicle and pedestrian means, requiring a sidewalk along the property. The closest bus stop, located on Resler Drive and Shire Way, is 0.2 miles in proximity to the proposed development.

**SUMMARY OF DEPARTMENTAL REVIEW COMMENTS:** No adverse comments were received for the rezoning request from the reviewing departments.

**PUBLIC COMMENT:** The subject property is not located within any neighborhood association. The applicant organized a petition for the proposed development, which received support from ten (10) neighbors residing in the area. Notices were sent to property owners within 300 feet of the subject property on January 17, 2024. As of January 29, 2024, the Planning Division received a petition with ten (10) signatures in support to the rezoning request.

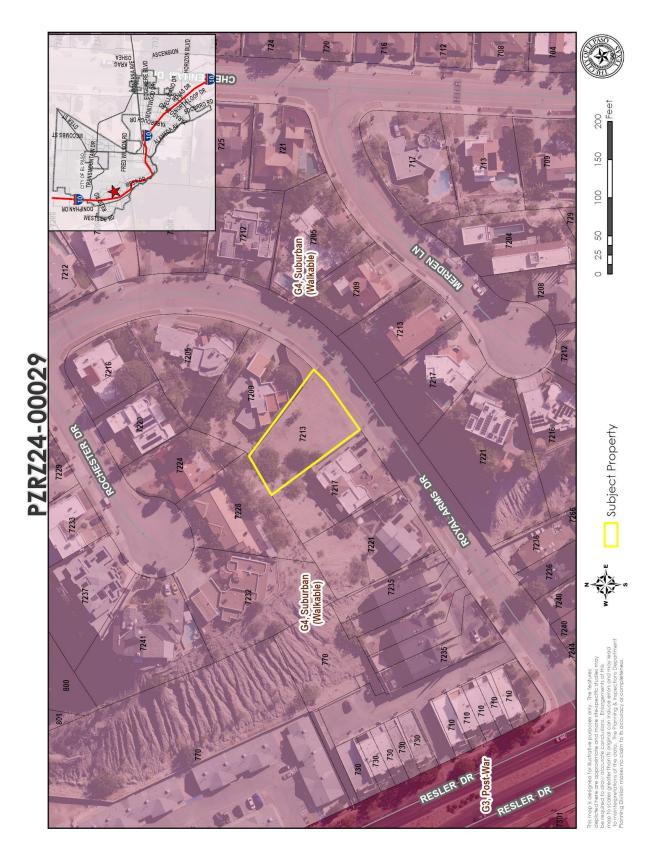
# **CITY PLAN COMMISSION OPTIONS:**

The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

- 1. **Recommend Approval** of the rezoning request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan.
- 2. **Recommend Approval of the rezoning request With Modifications** to bring the request into conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan. (Staff Recommendation)
- 3. **Recommend Denial** of the rezoning request, finding that the request does not conform to the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.

# ATTACHMENTS:

- 1. Future Land Use Map
- 2. Conceptual Site Plan
- 3. Department Comments
- 4. Neighborhood Notification Boundary Map
- 5. Public Input





## **Planning and Inspections Department - Planning Division**

Staff recommends **APPROVAL with a CONDITION** of the rezoning request. This recommendation is based on the consistency of the request with *Plan El Paso*, the City's adopted Comprehensive Plan, for the G-4, Suburban (Walkable) future land use designation. The condition is the following:

That a detailed site development plan be reviewed and approved per the El Paso City Code prior to the issuance of building permits

#### Planning and Inspections Department – Plan Review & Landscaping Division

No objections to rezoning application. Proposed dwelling(s) must meet all setback requirements.

#### Planning and Inspections Department – Land Development

Recommend approval. Provide a 5ft sidewalk abutting the property line at the time of grading permit along street.

#### Fire Department

Recommend approval. No adverse comments.

## **Streets and Maintenance Department**

#### **Traffic and Transportation Engineering**

- 1. To construct/continue 5ft sidewalk in front of property.
- 2. No TIA is required.

## **Street Lights Department**

Do not object to this request.

For the development of this lot a complete set of plans shall be submitted to Street Lights Department for review showing the minimum requirements for street illumination proposals\*\*. The submission shall contain but shall not necessarily be limited to plans indicating the location on the premises of all lighting fixtures, both proposed and existing on the site\*\*\*. The description of all lighting fixtures, both proposed and existing. Photometric data. Plans shall show street illumination design and details. El Paso city code is applicable to this process, Street Design Manual (SDM)\* and any other applicable standards or requirements of the city.

Street Lights Department requires that any project that involves a roadway is to be evaluated for lighting requirements based on the City of El Paso Street Design Manual (SDM) and the Design Standards for Construction (DSC) according to City of El Paso Codes (cited below). While developing a project or construction area the existing street illumination system shall be protected and preserved. Complete survey for street illumination system shall be shown on plans. Any change on existing street illumination systems shall be coordinated with Street Lights Department. The applicant is responsible for any relocations or adjustments of a street light.

City of El Paso Codes to be followed: \*Title 19 - 19.16.010 - Streetlighting. \*\*18.18.190 – Submission contents. \*\*\* 19.02.040 Criteria for approval.

#### Sun Metro

No effects to Sun Metro Transit services or operations.

## El Paso Water

El Paso Water does not object to this request.

### Water:

There is an existing 8-inch diameter water main that extends along Royal Arms Drive located approximately 20-feet south of the property. This main is available for service.

Previous water pressure reading from fire hydrant #05746, located on the southeast corner of the property, has yielded a static pressure of 88 (psi), a residual pressure of 72 (psi), and a discharge of 822 (gpm). The owner should, for his own protection and at his own expense, install at the discharge side of each water meter a pressure regulator, strainer and relief valve, to be set for pressure as desired by the customer. The Lot owner shall be responsible for the operation and maintenance of the above-described water pressure regulating device.

#### Sanitary Sewer:

There is an existing 8-inch diameter sanitary sewer that extends along Royal Arms Drive located approximately 23-feet south of the property. This main is available for service.

#### General:

EPWater-PSB requires a new service application to provide service to the property. New service applications are available at 1154 Hawkins, 3rd floor and should be made 6 to 8 weeks in advance of construction to ensure water for construction work. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater-PSB Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

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## Stormwater:

EP Water-SW has reviewed the proposal and has no objections.

## Texas Gas Service

Texas Gas Service does not have any objections.

## El Paso County 911 District

The 911 District has no comments or concerns regarding these zoning.

<u>Texas Department of Transportation</u> No comments received.

No comments received.

## El Paso County Water Improvement District No. 1

No comments received.

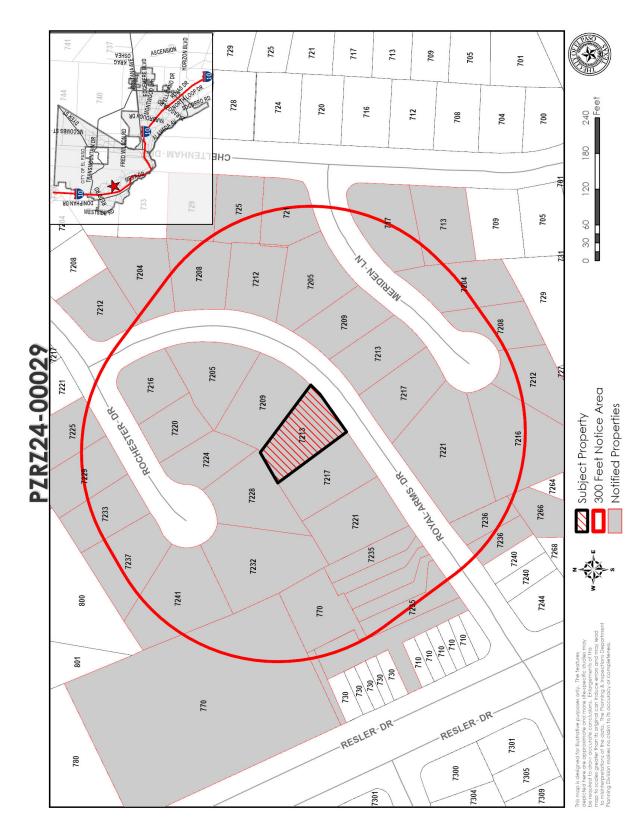
<u>Police Department</u> No comments received.

## **Environmental Services**

No comments received.

El Paso Electric

No comments received.



## Dear Neighbors of Royal Arms Street,

I hope this letter finds you well. My name is Lucia Garcia, and I recently purchased the lot at 7213 Royal Arms. I am writing to kindly request your support as I seek to rezone this lot to build a beautiful, modern duplex.

Having served our community as a nurse at the same hospital for over 32 years, I have a deep commitment to trust, integrity, and hard work. I plan to live on one side of the duplex myself and will carefully screen potential tenants for the other unit to ensure they are respectful, responsible, and a good fit for our neighborhood.

My goal is not only to create a lovely home but also to enhance the beauty and character of our street. I believe this project will contribute positively to the neighborhood, and I am committed to maintaining the high standards we all value in our community.

I kindly ask for your support in my request to rezone the lot. I am more than happy to address any questions or concerns you may have and look forward to becoming a proud neighbor on Royal Arms Street.

Thank you for your time and consideration.

Warm Regards,

Lucia Garcia 7213 Royal Arms

#### Support for the Rezoning of 7213 Royal Arms, El Paso, TX

We, the undersigned, support the proposed rezoning of the property located at 7213 Royal Arms, El Paso, TX, from R-3 to R-5.

Contact Date Full Name Address Information Signature Support (optional) Patricia Gallardo 1209 Royal Armir ballado & Oct 212034 V 7212 Royal Arms Jessica Jaquer 2/24 Varia Martinez 7217 royal Arms Reves J. Conzer Tare Reval Arms Dr. V 10/2 Juang Flores 7236 B Royal Arms A 1012 7236 A Royal ARM B 7236 Reyal Arms C INA Keller eves 7236 012 1235 Ray A Arn 10/2/24 mo 013 0 Rido Thank you for your support!

#### DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

#### Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.** 

#### **Definitions:**

"Contribution"	A direct or indirect transfer of money, goods, services, or any other thing of value and includes an
	agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer.
	The term includes a loan or extension of credit, other than those expressly excluded by the Texas
	Election Code, and a guarantee of a loan or extension of credit.
"Contributor"	A person making a contribution, including the contributor's spouse.
"Donation"	Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in
	their district.
"Donor"	An individual and spouse, a business entity, or an individual who owns a business entity in whole or in
	part, or is operated by the individual, that is the subject of a council agenda item.
"Benefiting"	Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and
	other award that council will vote on.

**Instructions:** Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of \$500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

#### **Contributor / Donor Information:**

Full Name	
Business Name	
Agenda Item Type	
Relevant Department	

**Disclosure Affirmation:** Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.

I have **NOT** made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR

I have made campaign contributions or donations totaling an aggregate of \$500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT (\$)
Mayor	0,000,00	
District 1		
District 2		
District 3		20
District 4		0,95
District 5	625	
District 6	(FV)	S
District 7		
District 8		

**Declaration:** I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.

Signature:

Date: \_\_\_



Legislation Text

#### File #: 25-638, Version: 1

### CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

#### DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below. No Title's, No emails. Please use ARIAL 10 Font.

#### District 8

Planning and Inspections, Philip F. Etiwe, (915) 212-1553 Planning and Inspections, Luis F. Zamora, (915) 212-1552

#### AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

An Ordinance changing the zoning of Lots 5 to 10, Block 226, Alexander, 2821 N. Kansas Street, City of El Paso, El Paso County, Texas from A-2 (Apartment) to A-3 (Apartment). The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

The proposed rezoning meets the intent of the Future Land Use designation for the property and is in accordance with Plan El Paso, the City's Comprehensive Plan.

Subject Property: 2821 N. Kansas St. Applicant: Reyesbilt Group, LLC, PZRZ24-00034

#### CITY OF EL PASO, TEXAS AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM



**DEPARTMENT:** Planning and Inspections

**AGENDA DATE: 5/28/25** 

PUBLIC HEARING DATE: 6/24/25

CONTACT PERSON NAME: Philip F. Etiwe

2nd CONTACT PERSON NAME: Luis F. Zamora

**DISTRICT(S) AFFECTED:** 8

STRATEGIC GOAL:

#3 Promote the Visual Image of El Paso

#### SUBGOAL:

3.2 Set one standard for infrastructure across the city

#### SUBJECT:

An Ordinance changing the zoning of Lots 5 to 10, Block 226, Alexander, 2821 N. Kansas Street, City of El Paso, El Paso County, Texas from A-2 (Apartment) to A-3 (Apartment). The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

The proposed rezoning meets the intent of the Future Land Use designation for the property and is in accordance with Plan El Paso, the City's Comprehensive Plan.

Subject Property: 2821 N. Kansas St. Applicant: Reyesbilt Group, LLC, PZRZ24-00034 PHONE NUMBER: (915) 212-1553

PHONE NUMBER: (915) 212-1552

#### BACKGROUND / DISCUSSION:

The applicant is requesting to rezone from A-2 (Apartment) to A-3 (Apartment) to allow for expansion of an apartment use. City Plan Commission recommended 7-0 to approve the proposed rezoning on March 27, 2025. As of May 13, 2025, the Planning Division has not received any communication in support or opposition to the rezoning request. See attached staff report for additional information.

#### COMMUNITY AND STAKEHOLDER OUTREACH:

Applicant notified appropriate neighborhood associations of the request prior to submittal of a complete application and met in multiple times with the Kern Neighborhood Association, the Sunrise Civic Group, and City Staff to discuss project. Public notices were sent to all property owners within 300 feet of the subject property.

#### **PRIOR COUNCIL ACTION:**

N/A

#### AMOUNT AND SOURCE OF FUNDING:

N/A

#### **REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

N/A

NAME	AMOUNT (\$)

#### 

for

**DEPARTMENT HEAD:** 

Kevin Smith

Philip Etiwe

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

ORDINANCE NO.

AN ORDINANCE CHANGING THE ZONING OF LOTS 5 TO 10, BLOCK 226, ALEXANDER, 2821 N. KANSAS STREET, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM A-2 (APARTMENT) TO A-3 (APARTMENT). THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

Pursuant to Section 20.04.360 of the El Paso City Code, the zoning of Lots 5 to 10, Block 226, Alexander, 2821 N. Kansas Street, located in the City of El Paso, El Paso County, Texas, be changed from A-2 (Apartment) to A-3 (Apartment), as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

The penalties for violating the standards imposed through this rezoning ordinance are found in Section 20.24 of the El Paso City Code.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

THE CITY OF EL PASO

**ATTEST:** 

Renard U. Johnson, Mayor

Laura D. Prine, City Clerk

**APPROVED AS TO FORM:** 

Jeans Limtrich.

Jesus A. Quintanilla Assistant City Attorney

#### **APPROVED AS TO CONTENT:**

Kevin Smith for

**Philip F. Etiwe,** Director Planning & Inspections Department

PZRZ24-00034

### 2821 Kansas

City Plan Commission — March 27, 2025

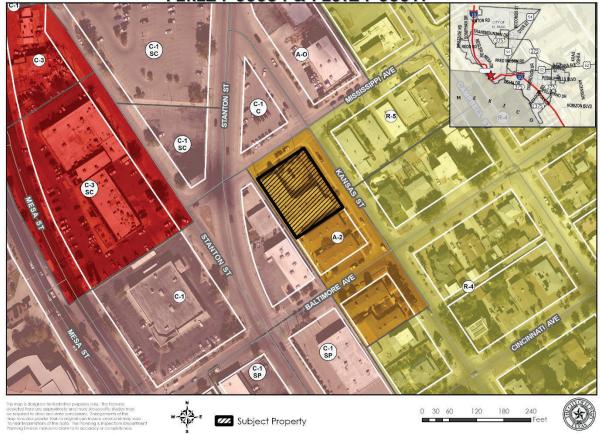
CASE NUMBER: CASE MANAGER: PROPERTY OWNER: REPRESENTATIVE: LOCATION: PROPERTY AREA: EXISTING ZONING: REQUEST: RELATED APPLICATIONS: PUBLIC INPUT:

#### PZRZ24-00034

Luis Zamora, (915) 212-1552, ZamoraLF@elpasotexas.gov Reyesbilt Group, LLC David Etzold 2821 N. Kansas St. (District 8) 0.44 acres A-2 (Apartment) Rezone from A-2 (Apartment) to A-3 (Apartment) PZST24-00017 Special Permit Application No support or opposition received as of March 20, 2025

**SUMMARY OF REQUEST:** Applicant requests to rezone the subject property from A-2 (Apartment) to A-3 (Apartment) to permit the expansion of an existing apartments development.

**SUMMARY OF STAFF'S RECOMMENDATION:** Staff recommends **APPROVAL** of the request. The proposed rezoning and development are compatible with the surrounding area and are in character with the G-2, Traditional Neighborhood (Walkable) Future Land Use Designation per *Plan El Paso*.



PZRZ24-00034 & PZST24-00017

Figure A. Subject Property & Immediate Surroundings

**DESCRIPTION OF REQUEST:** The applicant requests to rezone the subject property from A-2 (Apartment) to A-3 (Apartment) to permit the expansion of an existing apartments development. The property is approximately 0.44 acres in size. The proposed zoning district would allow to increase the maximum permitted density within the property from a maximum of eleven (11) units to a maximum of twenty-six (26) units, with the proposed development consisting of eighteen (18) units in total. Vehicular access is from Kansas Street with egress from the alley leading to Mississippi Avenue. Pedestrian access is provided from Kansas Street and Mississippi Avenue.

**COMPATIBILITY WITH NEIGHBORHOOD CHARACTER:** The apartment use is existing and is proposed to continue in place and is compatible with the surrounding area. To the north of the subject property across Mississippi Avenue, property is zoned C-1 (Commercial) consisting of a parking lot; to the east across Kansas Street, property is zoned R-5 (Residential) consisting of single-family dwellings; to the south, property is zoned A-2 (Apartment) consisting of apartments; and to the west across the alley, property is zoned C-1 (Commercial) consisting of office and retail uses. The closest school is Mesita Elementary School (0.06 mi.) and the closest park is Coffin Median Park (0.13 mi.).

COMPLIANCE WITH PLAN EL PASO/REZONING	POLICY – When evaluating whether a
proposed rezoning is in accordance with Plan	El Paso, consider the following factors:
Criteria	Does the Request Comply?
<ul> <li>Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property:</li> <li><u>G-2, Traditional Neighborhood</u>: This sector includes the remainder of Central El Paso as it existing through World War II. Blocks are small and usually have rear alleys; buildings directly faced streets; schools, parks, and small shops are integrated with residential areas. This sector is well-suited for use of the SmartCode as a replacement for current zoning when planned in conjunction with specific neighborhood plans or identified in the Comprehensive Plan.</li> </ul>	Yes. The G-2, Traditional Neighborhood (Walkable) designation per <i>Plan El Paso</i> calls for higher density development with provision of multimodal transportation nearby and mix of uses in the area and furthers the policies of <i>Plan El Paso</i> .
<b>Compatibility with Surroundings:</b> The proposed zoning district is compatible with those surrounding the site: <u>A-3 (Apartment) District</u> : The purpose of this districts is to promote and preserve residential development within the city associated with a landscape more urban in appearance and permitting a mixture of housing types. It is intended that the district regulations allow for medium densities of dwelling units supported by higher intensity land uses located at the periphery of single-family neighborhoods providing that the overall character and architectural integrity of the neighborhood is preserved. The regulations of the districts will permit building types designed for transition from areas of low density residential neighborhoods to other residential areas, and certain nonresidential uses and support facilities.	Yes. The existing use the proposed A-3 (Apartment) zoning district are compatible with the surrounding area.
<b>Preferred Development Locations:</b> Property is designated G-1, G-2, O-7 or identified as being within a	Yes. The property is within the G-2, Traditional Neighborhood (Walkable) designation per <i>Plan El Paso</i>

COMPLIANCE WITH PLAN EL PASO/REZONING	POLICY – When evaluating whether a
proposed rezoning is in accordance with Plan	El Paso, consider the following factors:
"Local Transfer Center", "RTS Stops" or "Future	and calls for higher density development with provision
Compact Neighborhood".	of multimodal transportation nearby and mix of uses.
THE PROPOSED ZONING DISTRICT'S EFFECT ON THI	E PROPERTY AND SURROUNDING PROPERTY, AFTER
EVALUATING THE FOLLOWING FACTORS:	
Historic District or Special Designations & Study Area	None. The property does not lie on any historic districts
Plans: Any historic district or other special designations	or study areas.
that may be applicable. Any adopted small areas plans,	
including land-use maps in those plans.	
Potential Adverse Effects: Potential adverse effects	None. There are no anticipated adverse effects.
that might be caused by approval or denial of the	
requested rezoning.	
Natural Environment: Anticipated effects on the	None. There are no anticipated effects on the natural
natural environment.	environment.
Stability: Whether the area is stable or in transition.	The area is stable with no other rezoning requests in
	the area in the past 10 years.
Socioeconomic & Physical Conditions: Any changed	The City is going through a lack of housing phase, which
social, economic, or physical conditions that make the	makes the request appropriate for consideration.
existing zoning no longer suitable for the property.	

**ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE:** The subject property front on Mississippi Avenue and Kansas Street, both designated as local roads per El Paso's Major Thoroughfare Plan (MTP) and appropriate for the proposed development. Multimodal transportation is available nearby with several Sun Metro bus stops and routes, including the Street Car and Brio Routes, as well as bike facilities such as buffered bike lane along Stanton Street within walking distance (0.25 mi.). Sidewalks are constantly present around the area.

**SUMMARY OF DEPARTMENTAL REVIEW COMMENTS:** No adverse comments from reviewing departments.

**PUBLIC COMMENT:** The subject property lies within the Kern Neighborhood Association, the Sunrise Civic Group, and the El Paso Central Business Association which were notified by the applicant of the request. The applicant met with the presidents of the Kern Neighborhood Association and Sunrise Civic Group on multiple occasions to provide information on the project. Public notice was sent on March 11, 2025 to all property owners within 300 feet of the subject property. As of March 20, 2025, the Planning Division has received no support or opposition to the request.

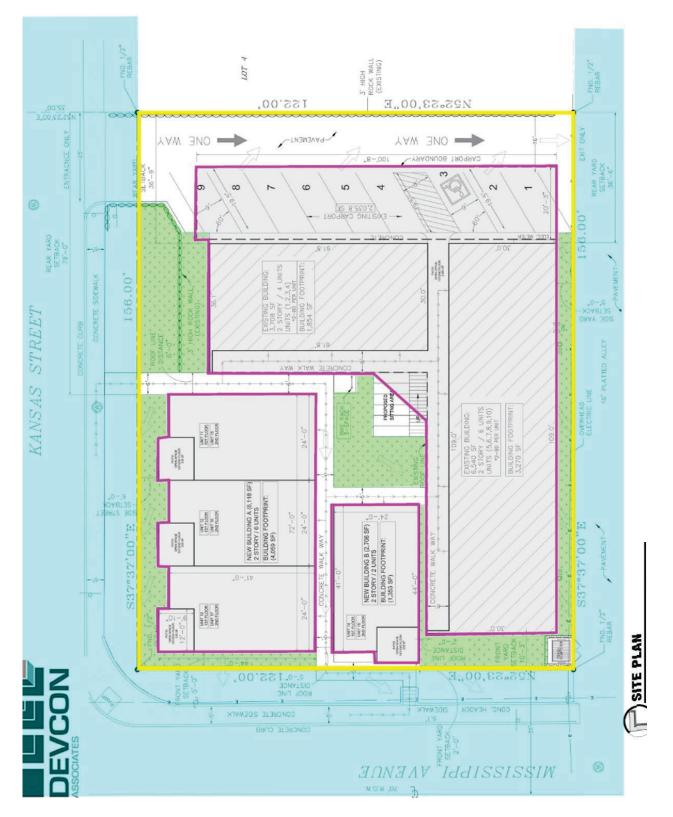
**RELATED APPLICATIONS:** Special Permit PZST24-00017 request approval for a 70% parking reduction and approval of a detailed site development plan and is running concurrently with this application.

**CITY PLAN COMMISSION OPTIONS:** The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

- 1. **Recommend Approval** of the rezoning request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan. (Staff Recommendation)
- 2. **Recommend Approval of the rezoning request With Modifications** to bring the request into conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.
- 3. **Recommend Denial** of the rezoning request, finding that the request does not conform to the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.

- 1. Future Land Use Map
- 2. Detailed Site Plan
- 3. Department Comments
- 4. Neighborhood Notification Boundary Map





#### **Planning and Inspections Department - Planning Division**

Recommend approval.

#### Planning and Inspections Department – Plan Review & Landscaping Division

No comments received.

#### Planning and Inspections Department – Land Development

1. Show proposed drainage flow patterns on the site plan and identify the discharge and/or storage location(s) for all storm-water runoff within the subdivision proposed ponds.

#### **Fire Department**

No comments received.

#### **Police Department**

No comments received.

#### **Environment Services**

Clarify: How will the additional refuse be serviced?

Note: Comment addressed.

#### **Streets and Maintenance Department**

#### **Traffic & Transportation Engineering**

- 1. PZRZ24-00034 No TIA is required.
- 2. PZST24-00017 Parking study waiver approved

#### **Street Lights**

Street Lights Department does not object to these requests.

For the development of a subdivision a complete set of plans shall be submitted to Street Lights Department for review showing the minimum requirements for street illumination proposals\*\*. The submission shall contain but shall not necessarily be limited to plans indicating the location on the premises of all lighting fixtures, both proposed and existing on the site\*\*\*. The description of all lighting fixtures, both proposed and existing. Photometric data. Plans shall show street illumination design and details. El Paso city code is applicable to this process, Street Design Manual (SDM)\* and any other applicable standards or requirements of the city.

Street Lights Department requires that a project that involves a roadway is to be evaluated for lighting requirements based on the City of El Paso Street Design Manual (SDM) and the Design Standards for Construction (DSC) according to City of El Paso Codes (cited below). While developing a project or construction area the existing street illumination system shall be protected and preserved. Complete survey for street illumination system shall be shown on plans. Any change on existing street illumination systems shall be coordinated with Street Lights Department.

City of El Paso Codes to be followed: \*Title 19 - 19.16.010 - Streetlighting. \*\*18.18.190 – Submission contents. \*\*\* 19.02.040 Criteria for approval.

#### **Contract Management**

- 1. Follow DSC and City of El Paso Municipal Codes as applicable for all proposed and improvements on the project within city ROW.
- 2. Incorporate if existing concrete will remain undisturbed.
- 3. Incorporate if ramps will remain undisturbed
- 4. Incorporate a legend for all hatching lines and items included in the plan.
- 5. Incorporate a location map.
- 6. Incorporate general notes and utilities notes.
- 7. Incorporate a topography information.
- 8. Incorporate legal description
- 9. Incorporate utility plan and drainage and grading plans.
- 10. Incorporate detail information for all proposed items within City ROW.

#### Signals

No comments.

#### Sun Metro

Does not affect Sun Metro operations or services

#### El Paso Water

EPWater-PSB does not object to this request.

#### Water:

There is an existing 6-inch diameter water main that extends along Kansas Street located approximately 20-feet west of the east right of way line. This main is available for service.

Previous water pressure reading from fire hydrant #00432, located on the corner of N. Campbell Street and Mississippi Avenue, has yielded a static pressure of 90 (psi), a residual pressure of 82 (psi), and a discharge of 530 (gpm). The owner should, for his own protection and at his own expense, install at the discharge side of each water meter a pressure regulator, strainer and relief valve, to be set for pressure as desired by the customer. The Lot owner shall be responsible for the operation and maintenance of the above-described water pressure regulating device.

EPWater records indicate an active 1-inch water meter serving the subject property. The service address for this meter is 2824 N Kansas Street.

#### Sanitary Sewer:

There is an existing 8-inch diameter sanitary sewer main that extends along Kansas Street located approximately 50-feet east of the property. This main is available for service.

There is an existing 18-inch diameter sanitary sewer main that extends along Mississippi Avenue Street. No direct service connections are allowed to this main as per the El Paso Water – Public Service Board (EPWater-PSB) Rules and Regulations.

There is an existing 8-inch diameter sanitary sewer main that extends in the alley between Mississippi Avenue and Baltimore Road located approximately 9-feet west of the property. This main is available for service.

#### General:

EPWater-PSB requires a new service application to provide service to the property. New service applications are available at 1154 Hawkins, 3rd floor and should be made 6 to 8 weeks in advance of construction to ensure water for construction work. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in

accordance with the current EPWater-PSB Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

#### Stormwater:

EPWater-SW recommends using principles of low impact development (such as recessed landscaping, rainwater harvesting, and porous pavement) to reduce the amount of developed stormwater runoff.

#### **Texas Department of Transportation**

No comments received.

#### El Paso County Water Improvement District

Not within the boundaries of EPCWID #1.

#### Texas One Gas

In reference to PZRZ24-00034 and PZST24-00017 - 2821/2824 N Kansas St, Texas Gas Service has an active service at 2821 N Kansas St (see the image below as reference):

#### El Paso 911 District

The 911 District has no comments or concerns regarding this zoning.



### DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2. Chapter 2.92, Section 2.92.080

#### Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.** 

#### **Definitions:**

- "Contribution" A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
   "Contributor" A person making a contribution, including the contributor's spouse.
- "Donation" Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.

## "Donor" An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.

"Benefiting" Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

**Instructions:** Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of \$500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

#### Contributor / Donor Information:

Full Name **Business Name** + Special Permit for Agenda Item Type KANSAS 70% Parking Waiver **Relevant Department** 



Legislation Text

#### File #: 25-640, Version: 1

### CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

#### DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below. No Title's, No emails. Please use ARIAL 10 Font.

#### District 8

Planning and Inspections, Philip F. Etiwe, (915) 212-1553 Planning and Inspections, Luis F. Zamora, (915) 212-1552

#### AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

An Ordinance granting Special Permit No. PZST24-00017, to allow for a 70% parking reduction on the property described as Lots 5 to 10, Block 226, Alexander, 2821 N. Kansas Street, City of El Paso, El Paso County, Texas, pursuant to Section 20.14.070 of the El Paso City Code. The penalty being as provided in Chapter 20.24 of the El Paso City Code.

The proposed special permit meets the intent of the Future Land Use designation for the property and is in accordance with Plan El Paso, the City's Comprehensive Plan.

Subject Property: 2821 N. Kansas St. Applicant: Reyesbilt Group, LLC, PZST24-00017

#### CITY OF EL PASO, TEXAS AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM



**DEPARTMENT:** Planning and Inspections

**AGENDA DATE:** 5/28/25

PUBLIC HEARING DATE: 6/24/25

CONTACT PERSON NAME: Philip F. Etiwe

2nd CONTACT PERSON NAME: Luis F. Zamora

**DISTRICT(S) AFFECTED:** 8

STRATEGIC GOAL:

#3 Promote the Visual Image of El Paso

#### SUBGOAL:

3.2 Set one standard for infrastructure across the city

#### SUBJECT:

An Ordinance granting Special Permit No. PZST24-00017, to allow for a 70% parking reduction on the property described as Lots 5 to 10, Block 226, Alexander, 2821 N. Kansas Street, City of El Paso, El Paso County, Texas, pursuant to Section 20.14.070 of the El Paso City Code. The penalty being as provided in Chapter 20.24 of the El Paso City Code.

The proposed special permit meets the intent of the Future Land Use designation for the property and is in accordance with Plan El Paso, the City's Comprehensive Plan.

Subject Property: 2821 N. Kansas St. Applicant: Reyesbilt Group, LLC, PZST24-00017 PHONE NUMBER: (915) 212-1553

**PHONE NUMBER: (915) 212-1552** 

#### BACKGROUND / DISCUSSION:

The applicant is requesting approval of a Special Permit to allow for a 70% parking reduction for expansion of an apartment use. City Plan Commission recommended 7-0 to approve the proposed special permit request on March 27, 2025. As of May 13, 2025, the Planning Division has not received any communication in support or opposition to the special permit request. See attached staff report for additional information.

#### COMMUNITY AND STAKEHOLDER OUTREACH:

Applicant notified appropriate neighborhood associations of the request prior to submittal of a complete application and met in multiple times with the Kern Neighborhood Association, the Sunrise Civic Group, and City Staff to discuss project. Public notices were sent to all property owners within 300 feet of the subject property.

#### **PRIOR COUNCIL ACTION:**

N/A

#### AMOUNT AND SOURCE OF FUNDING:

N/A

#### **REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

N/A

NAME	AMOUNT (\$)

#### 

**DEPARTMENT HEAD:** 

Kevin Smith for

Philip Etiwe\_

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

#### ORDINANCE NO.

#### AN ORDINANCE GRANTING SPECIAL PERMIT NO. PZST24-00017, TO ALLOW FOR A 70% PARKING REDUCTION ON THE PROPERTY DESCRIBED AS LOTS 5 TO 10, BLOCK 226, ALEXANDER, 2821 N. KANSAS STREET, CITY OF EL PASO, EL PASO COUNTY, TEXAS, PURSUANT TO SECTION 20.14.070 OF THE EL PASO CITY CODE. THE PENALTY BEING AS PROVIDED IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

**WHEREAS, Reyesbilt Group, LLC** has applied for a Special Permit under Section 20.14.070 of the El Paso City Code to allow for a 70% parking reduction; and,

**WHEREAS,** a report was made by the City Plan Commission and a public hearing was held regarding such application; and,

**WHEREAS,** the City Plan Commission has recommended approval of the subject Special Permit; and

**WHEREAS,** the subject Special Permit has been submitted to the City Council of the City of El Paso for review and approval; and

**WHEREAS**, the City Council of the City of El Paso finds that the application conforms to all requirements of Section 20.04.320 of the El Paso City Code.

### NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. That the property described as follows, is in a A-3 (Apartment) District: Lots 5 to 10, Block 226, Alexander, 2821 N. Kansas Street, City of El Paso, El Paso County, Texas; and,

2. That the City Council hereby grants a Special Permit under Section 20.04.320 of the El Paso City Code to allow for 70% parking reduction on the property described in Paragraph 1 of this Ordinance; and,

3. That this Special Permit is issued subject to the development standards in the A-3 (Apartment) District regulations and is subject to the approved Detailed Site Development Plan signed by the Applicant, the City Manager and the Executive Secretary to the City Plan Commission. A copy of this plan is attached hereto as **Exhibit "A"** and is incorporated herein by reference for all purposes; and,

4. That if at any time the Applicant fails to comply with any of the requirements of this Ordinance, Special Permit No. PZST24-00017, shall be subject to termination; construction or occupancy shall be discontinued; and the Applicant shall be subject to the penalty provisions of Chapter 20.24 and any other legal or equitable remedy; and,

JAO

#### PZST24-00017

5. That the Applicant shall sign an Agreement incorporating the requirements of this Ordinance. Such Agreement shall be signed and filed with the Zoning Administrator and the Executive Secretary to the City Plan Commission before building permits are issued.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_\_, 2025.

THE CITY OF EL PASO

**ATTEST:** 

**Renard U. Johnson** Mayor

Laura D. Prine City Clerk

**APPROVED AS TO FORM:** 

Leuns Limtrich

Jesus A. Quintanilla Assistant City Attorney

**APPROVED AS TO CONTENT:** 

Kevin Smith \_for\_\_\_\_\_

**Philip F. Etiwe,** Director Planning & Inspections Department

PZST24-00017

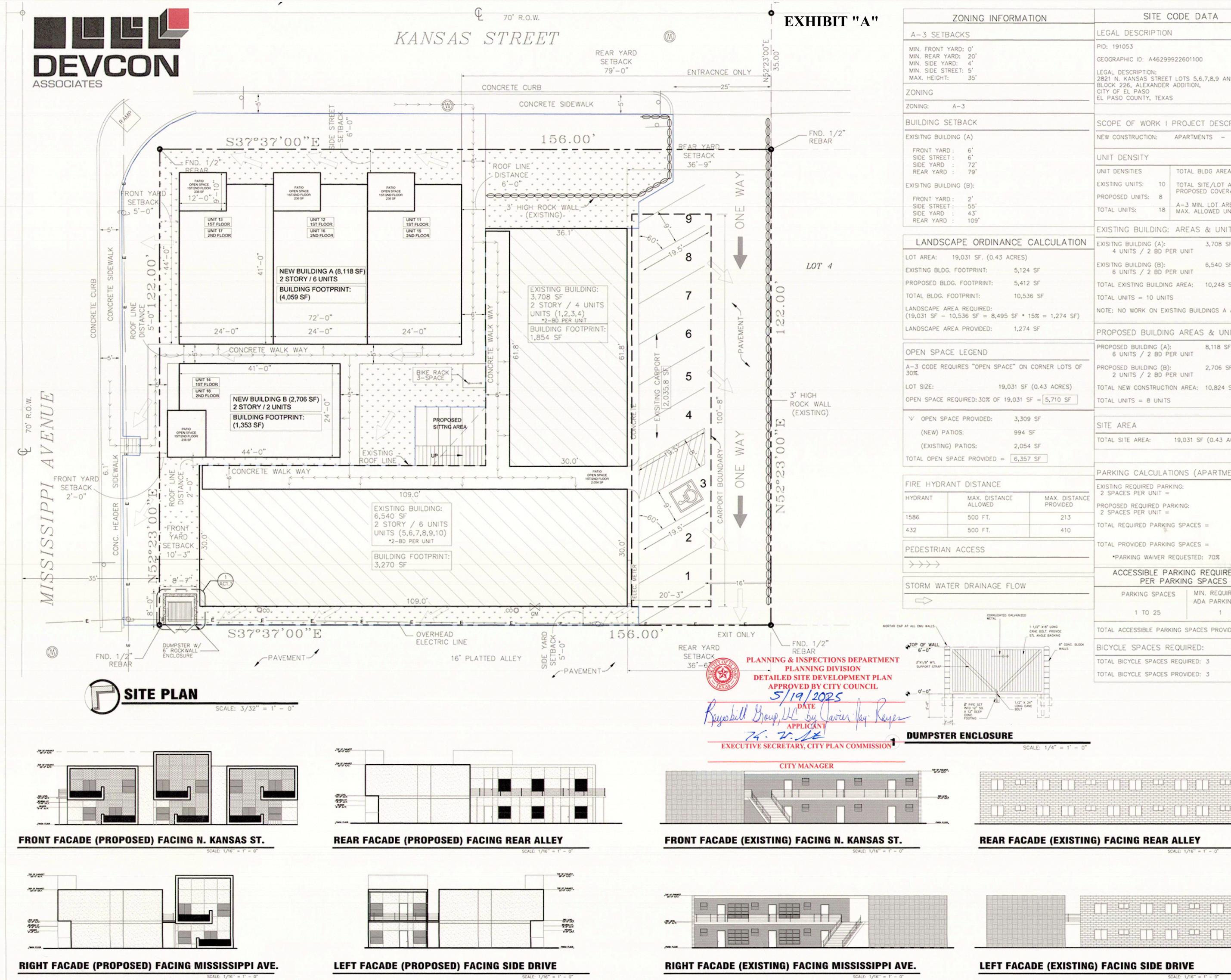
#### AGREEMENT

REYESBILT GROUP, LLC, the Applicant referred to in the above Ordinance, hereby agrees to develop the above-described property in accordance with the approved Detailed Site Development Plan attached to same Ordinance, and in accordance with the standards identified in the A-3 (Apartment) District regulations, and subject to all other requirements set forth in this Ordinance.

EXECUTED this day of	of MAY , 2025.
	REYESBILT GROUP, LLC
	KL TESBILT OKOOT, LEE
	faith lay Jeger
	(Signature)
	Managing Humper
1	(Name/Title)
	(Name/Thee)
ACKN	OWLEDGMENT
THE STATE OF TEXAS )	
)	
COUNTY OF EL PASO )	
This instrument is acknowle	edged before me on this 577 day of
MAY , 2025, by	JAVIER KEVES MAMONG MENES
REYESBILT GROUP, LLC as Applicant.	Juan Tra l.
(Seal)	× Milles
SUZANNE PHILLIPS	Notary Public, State of Texas
Notary Public, State of Texas	Signature
Comm. Expires 09-12-2026 Notary ID 3285509	
	Printed or Typed Name
My Commission Expires:	

**ORDINANCE NO.** HQ25-4768|Tran#608476|P&I 2821 Kansas. Rezoning i JAQ

#### PZST24-00017



SCALE: 1/16" = 1" - 0"

G INFORMATION	SITE CODE DATA	
	LEGAL DESCRIPTION	Antion think team 310 n. mesa st., suite 211 el paso, texas 79901 (c) 915.588.6121 www.enviroidea.com
	PID: 191053	tear suite 2 as 799 588.61 dea.co
	GEOGRAPHIC ID: A46299922601100	5.58 su
	LEGAL DESCRIPTION: 2821 N. KANSAS STREET LOTS 5,6,7,8,9 AND 10. BLOCK 226, ALEXANDER ADDITION,	think nesa st., paso, tex (c) 915.
	CITY OF EL PASO EL PASO COUNTY, TEXAS	(c) (c) w.el
	SCOPE OF WORK I PROJECT DESCRIPTION	310 tio
	NEW CONSTRUCTION: APARTMENTS - EIGHT 2-BDRM	6
	UNIT DENSITY	aton. 310 n. w
	UNIT DENSITIES TOTAL BLDG AREA: 21,072 SF	
	EXISTING UNITS: 10 TOTAL SITE/LOT AREA: 19,031 SF	0
	PROPOSED UNITS: 8 A-3 MIN. LOT AREA/UNIT: 750 SF	
	TOTAL UNITS: 18 MAX. ALLOWED UNITS: 25	HITECT * SAL
	EXISTING BUILDING: AREAS & UNITS	DREAMER A SALAND
RDINANCE CALCULATION	EXISITNG BUILDING (A): 3,708 SF 4 UNITS / 2 BD PER UNIT	838% V2-8,08 -
. (0.43 ACRES)	EXISITNG BUILDING (B): 6,540 SF	OND * RECIS
NT: 5,124 SF	6 UNITS / 2 BD PER UNIT	4/30/2025
RINT: 5,412 SF 10,536 SF	TOTAL EXISTING BUILDING AREA: 10,248 SF	A A A A A A A A A A A A A A A A A A A
RED:	TOTAL UNITS = 10 UNITS NOTE: NO WORK ON EXISTING BUILDINGS A & B	A of IDEA     A
= 8,495 SF * 15% = 1,274 SF)		ty of whether wheth
DED: 1,274 SF	PROPOSED BUILDING AREAS & UNITS	DDET Comment Commen
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PEN SPACE" ON CORNER LOTS OF	PROPOSED BUILDING (B): 2,706 SF 2 UNITS / 2 BD PER UNIT	
19,031 SF (0.43 ACRES)	TOTAL NEW CONSTRUCTION AREA: 10.824 SF	LN1
50% OF 19,031 SF = 5,710 SF	TOTAL UNITS = 8 UNITS	
DED: 3,309 SF		ASE DATE: SIONS: INTELLIGENT
994 SF	SITE AREA	
2,054 SF	TOTAL SITE AREA: 19,031 SF (0.43 ACRES)	TC 322
VIDED = 6,357 SF		DO DO
	PARKING CALCULATIONS (APARTMENTS)	ŏ -
ANCE	EXISTING REQUIRED PARKING: 2 SPACES PER UNIT = 20	AN AN AS 79
DISTANCE MAX. DISTANCE PROVIDED	PROPOSED REQUIRED PARKING:	A Star
FT. 213	2 SPACES PER UNIT = 16 TOTAL REQUIRED PARKING SPACES = 36	
FT. 410	TOTAL REQUIRED FARMING SPACES = 50	TE , T
S	TOTAL PROVIDED PARKING SPACES = 9	NT P SO, TE
	*PARKING WAIVER REQUESTED: 70%	N OSI
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DETAILED SITE DEVELOPMENT PLAN

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### 2821 Kansas



City Plan Commission — March 27, 2025

CASE NUMBER:	PZST24-00017
CASE MANAGER:	Luis Zamora, (915) 212-1552, ZamoraLF@elpasotexas.gov
PROPERTY OWNER:	Reyesbilt Group, LLC
REPRESENTATIVE:	David Etzold
LOCATION:	2821 N. Kansas St. (District 8)
PROPERTY AREA:	0.44 acres
EXISTING ZONING:	A-2 (Apartment)
REQUEST:	Special Permit for parking reduction and approval of Detailed Site
	Development Plan
RELATED APPLICATIONS:	PZRZ24-00034 Rezoning Application
PUBLIC INPUT:	No support or opposition received as of March 20, 2025

**SUMMARY OF REQUEST:** Applicant requests a Special Permit for a 70% parking reduction and approval of a Detailed Site Development Plan for proposed expansion of the existing apartments development.

**SUMMARY OF STAFF RECOMMENDATION**: Staff recommends **APPROVAL** of the special permit request for the requested 70% parking reduction and detailed site development plan per Section 20.04.320 – Special Permit Approvals and Section 20.14.070 – Parking Reductions. The request meets the character of the G-2, Traditional Neighborhood (Walkable) Future Land Use Map designation per *Plan El Paso*.



Figure A. Subject Property & Immediate Surroundings

**DESCRIPTION OF REQUEST**: The applicant requests a Special Permit for a 70% parking reduction and approval of a Detailed Site Development Plan for proposed expansion of the existing apartments development. The detailed site development plan shows three (3) apartment buildings consisting of a maximum of two (2) stories with a maximum height of twenty-eight feet (28'). In total, eighteen (18) units are proposed consisting all of two (2) bedrooms (compliance with the proposed number of units and density is subject to approval of the associated rezoning to A-3 (Apartment) zoning district). Thirty-six (36) vehicular parking spaces are required along with three (3) bicycle spaces, with the development providing only nine (9) vehicular parking spaces and three (3) bicycle spaces within the property and requesting a seventy percent (70%) parking reduction for the remaining twenty-seven (27) vehicular parking spaces. A parking study was submitted that demonstrates that on a weekly basis averages up to one hundred and ten (110) parking spaces available on the street within three hundred feet (300') of the subject property to offset the required parking. Vehicular access is from Kansas Street with egress from the alley leading to Mississippi Avenue. Pedestrian access is provided from Kansas Street and Mississippi Avenue.

COMPLIANCE WITH SPECIAL PERMIT REQUIREMENTS (EL PASO CITY CODE SECTION 20.14.070.A) – EXISTING DEVELOPMENT: Up to 100% parking reduction for a use involving an existing structure located within an older neighborhood of the City that is proposed through the rehabilitation, alteration or expansion of the existing structure(s). The applicant shall satisfactorily demonstrate compliance with all of the following conditions:

Criteria	Does the Request Comply?		
1. That the structure(s) is located in an older	Yes. The property is part of Alexander Subdivision and		
neighborhood of the City that has been legally	was developed over thirty years ago.		
subdivided and developed for at least thirty years.			
2. That the structure(s) does not extend into an area	Yes. No off-street parking is in existence on the		
within the property which was previously used to	proposed location for expansion of the apartments.		
accommodate off-street parking.			
3. That the off-street parking required for the proposed	Yes. There is no reasonable location to accommodate		
use of the structure(s) cannot be reasonably	the additional parking due to development of the		
accommodated on the property due to the building	proposed expansion.		
coverage, whether due to the existing structure or due			
to a proposed expansion of the existing structure.			
4. That no vacant areas exist within three hundred feet	Yes. There are no vacant areas within 300 feet to		
of the property where the proposed use is to be located	accommodate the required parking off-site.		
that can be reasonably developed to accommodate the			
off-street parking requirements.			

COMPLIANCE WITH SPECIAL PERMIT REQUIREMENTS (EL PASO CITY CODE SECTION 20.04.320.D)					
Criteria	Does the Request Comply?				
<ol> <li>The proposed development complies, except to the extent waived, varied or modified pursuant to the provisions of this title, with all of the standards and conditions applicable in the zoning district in which it is proposed to be located.</li> <li>Furthers <i>Plan El Paso</i> and applicable neighborhood plans or policies.</li> </ol>	Yes. The development is subject to approval of the requested parking reduction to comply with parking requirements, as well as subject to approval of the rezoning request to A-3 (Apartment) to comply with density requirements. Yes. The G-2, Traditional Neighborhood (Walkable) designation per <i>Plan El Paso</i> calls for higher density				
	development with provision of multimodal transportation nearby.				
3. Adequately served by and will not impose an undue burden upon public improvements.	Yes. Appropriate infrastructure exists in the area to include multimodal transportation in close proximity to the subject property.				
4. Any impacts of the proposed development on adjacent property are adequately mitigated with the	Yes. There are no negative impacts anticipated to adjacent properties.				

COMPLIANCE WITH SPECIAL PERMIT REQUIREMENTS (EL PASO CITY CODE SECTION 20.04.320.D)						
design, proposed construction and phasing of the site						
development.						
5. The design of the proposed development mitigates	Yes. There are no anticipated substantial					
substantial environmental problems.	environmental problems due to the proposed					
	development.					
6. The proposed development provides adequate	Yes. The proposed development provides adequate					
landscaping and/or screening where needed.	landscaping as required.					
7. The proposed development is compatible with	Yes. The property will continue under the same use of					
adjacent structures and uses.	apartments and is compatible with the surrounding					
	development.					
8. The proposed development is not materially	Yes. The proposed development will not be materially					
detrimental to the property adjacent to the site.	detrimental to adjacent properties.					

COMPLIANCE WITH PLAN EL PASO GOALS & POLICIES – When evaluating whether a						
proposed special permit is in accordance with <i>Plan El Paso</i> , consider the following factors:						
Criteria	Does the Request Comply?					
<ul> <li>Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property:</li> <li><u>G-2, Traditional Neighborhood</u>: This sector includes the remainder of Central El Paso as it existing through World War II. Blocks are small and usually have rear alleys; buildings directly faced streets; schools, parks, and small shops are integrated with residential areas. This sector is well-suited for use of the SmartCode as a replacement for current zoning when planned in conjunction with specific neighborhood plans or identified in the Comprehensive Plan.</li> </ul>	Yes. The G-2, Traditional Neighborhood (Walkable) designation per <i>Plan El Paso</i> calls for higher density development with provision of multimodal transportation nearby and mix of uses in the area and furthers the policies of <i>Plan El Paso</i> .					
Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site: <u>A-2 and A-3 (Apartment) District</u> : The purpose of this districts is to promote and preserve residential development within the city associated with a landscape more urban in appearance and permitting a mixture of housing types. It is intended that the district regulations allow for medium densities of dwelling units supported by higher intensity land uses located at the periphery of single-family neighborhoods providing that the overall character and architectural integrity of the neighborhood is preserved. The regulations of the districts will permit building types designed for transition from areas of low density residential neighborhoods to other residential areas, and certain nonresidential uses and support facilities.	Yes. The existing use and existing A-2 (Apartment) zoning district, as well as the proposed rezoning to A-3 (Apartment) zoning district are compatible with the surrounding area.					
THE PROPOSED PROJECT'S EFFECT ON THE PROPERTY A FOLLOWING FACTORS: Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.	ND SURROUNDING PROPERTY, AFTER EVALUATING THE None. The property does not lie on any historic districts or study areas.					

COMPLIANCE WITH PLAN EL PASO GOALS & POLICIES – When evaluating whether a				
proposed special permit is in accordance with <i>Plan El Paso</i> , consider the following factors:				

None. There are no anticipated adverse effects.		
None. There are no anticipated effects on the natural		
environment.		
The area is stable with no other rezoning requests in		
the area in the past 10 years.		
The City is going through a lack of housing phase, which		
makes the request appropriate for consideration.		

#### SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: No adverse comments from reviewing departments.

**PUBLIC COMMENT**: The subject property lies within the Kern Neighborhood Association, the Sunrise Civic Group, and the El Paso Central Business Association which were notified by the applicant of the request. The applicant met with the presidents of the Kern Neighborhood Association and Sunrise Civic Group on multiple occasions to provide information on the project. Public notice was sent on March 11, 2025 to all property owners within 300 feet of the subject property. As of March 20, 2025, the Planning Division has received no support or opposition to the request.

**RELATED APPLICATIONS**: Rezoning PZRZ24-00034 proposes to rezoned this property from A-2 (Apartment) to A-3 (Apartment) and is running concurrently with this application.

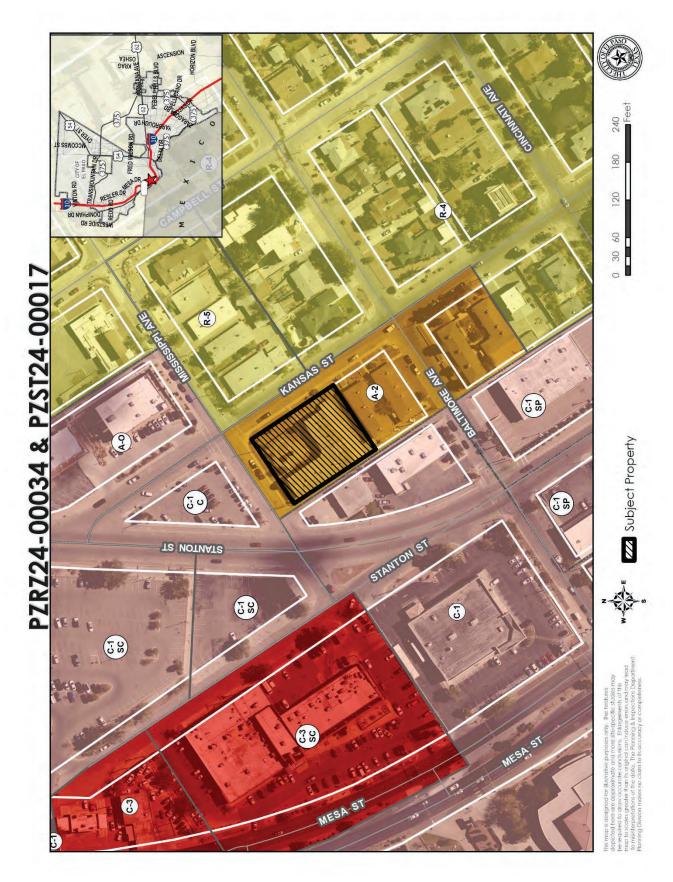
**CITY PLAN COMMISSION OPTIONS:** The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

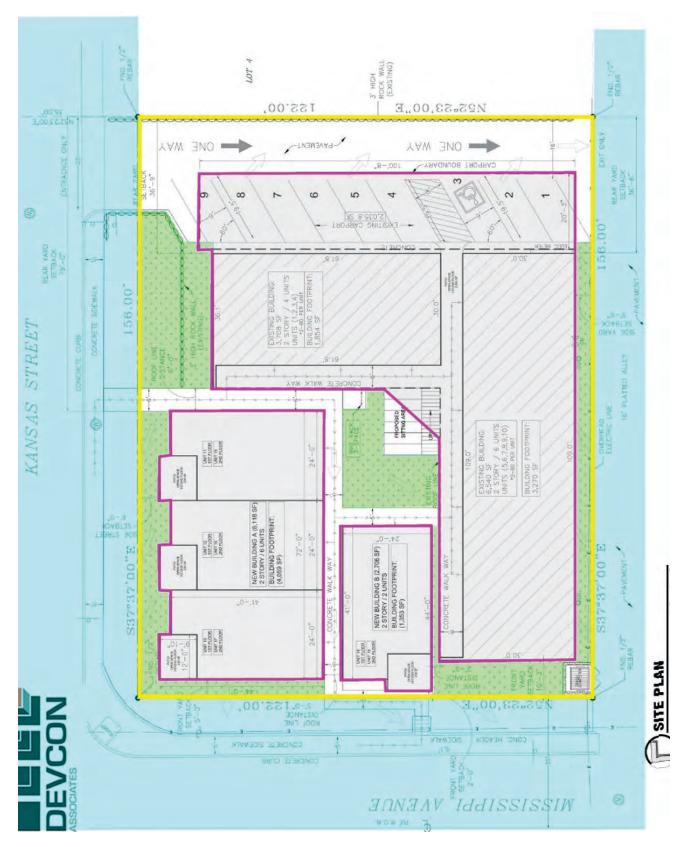
- 1. **Recommend Approval** of the special permit request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan. **(Staff Recommendation)**
- 2. **Recommend Approval of the special permit request With Modifications** to bring the request into conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.
- 3. **Recommend Denial** of the special permit request, finding that the request does not conform to the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.

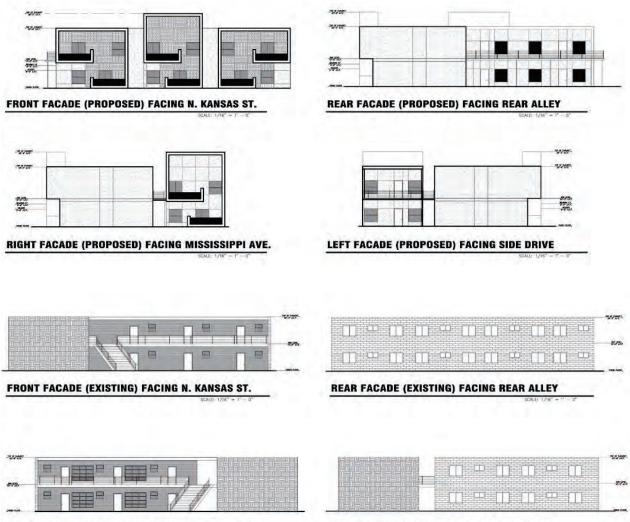
4

#### ATTACHMENTS:

- 1. Zoning Map
- 2. Detailed Site Plan
- 3. Parking study
- 4. Department Comments
- 5. Neighborhood Notification Boundary Map







RIGHT FACADE (EXISTING) FACING MISSISSIPPI AVE.

LEFT	FACADE	(EXISTING)	FACING	SIDE	DRIVE
					2003101 A 2007 A

### **SEE FOLLOWING PAGES**

# PARKING STUDY 2821 North Kansas El Paso, TX 79902



Proposed Parking Waiver Under Infill Development Guidelines



# PARKING STUDY: 2821 NORTH KANSAS, EL PASO, TX

### **PURPOSE**

This study of parking patterns surrounding the Subject Property at **2821 N Kansas Street, El Paso, Texas** was undertaken to support a Rezoning Application by Reyesbilt, LLC from A-2 to A-3 and a Special Permit request for a 70% Parking Waiver, in order to construct the proposed eight (8) new 2-bedroom apartments at the Subject Property under **Infill Development Guidelines**. Existing property has ten (10) 2-bedroom apartments, with eleven (11) on-site, offstreet covered parking spaces along the south property line.

Guidelines promulgated by the City of El Paso under Chapter 20.10.280 establish location and design criteria for **Infill Development** "by simplifying procedures for plan approval, provide a more flexible approach to design and development of infill development, permit the conversion or adaptive reuse of buildings and properties, encourage planning and design flexibility and innovations, create a community environment that is enhanced by a mix of residential, commercial, recreational, open space, employment and institutional uses, and assure community compatibility and an efficient use of land and public services."

This property meets three of the seven location criteria for definition of an "infill development" project:

- Annexed prior to 1955
- Platted for more than 25 years
- G-2 Traditional Neighborhood

The proposed project meets several **Design Guidelines** to be considered an "Infill Development Project". See attached Detailed Site Development Plan for verification of the following design aspects:

- Design Guideline #3 Minimum of 80% Floor Area Ratio (FAR): Subject land area is 19,032 square feet; the proposed 8 additional units will add 10,824 square feet to the existing 10,260 square feet of apartments on site for a total of 21,084sf of total useable building area. Calculated FAR = 110.7% which is in compliance with Guideline #3.
- 2. Design Guideline #5 Discusses the benefit of "persistent presence of buildings along an entire block face" with the goal of 80% presence of building facades along the frontage of a lot. Subject property lot width on Mississippi Avenue is 122 feet, total proposed building façade on that frontage is approximately 96 feet, proposing a 79% presence. Subject property lot width on North Kansas Street is 136 feet (excluding the driveway/parking entrance) with proposed building façade of 102 feet, a 75% presence. This is a significant improvement from the existing presence of 25% on Mississippi Avenue and 26% on North Kansas Street and is in compliance with the goals of Design Guideline #5.
- 3. **Design Guideline # 10** Encourages development of parcels that have been *underdeveloped* for fifteen (15) years. In this case, the site area of 19,032sf could have accommodated 11 apartment units versus the present 10 units. Current A-2

zoning requires 1,750sf of lot area per dwelling unit, yielding potentially 10.9 units. The proposed A-3 zoning requires a minimum of 750sf of lot area per dwelling, potentially allowing 25.4 units on the site. This Detailed Site Development Plan proposes a total of 18 apartment units for the site: 8 new units in addition to the 10 existing refurbished units, which is in compliance with Guideline #10.

4. **Design Guideline #11** - Recommends certain design criteria for the frontage treatment of projects in an infill zone. In this case, the "Forecourt" and "Balcony" concept is being proposed for the treatment of the two new street-facing apartment buildings wherein a portion of the façade close to the frontage line will feature private balconies while a central portion is set back, in compliance with Guideline #11.

**Design Requirements** set out the goals for El Paso's Infill Development, as follows:

1. Maintain compatibility with existing and surrounding development

Design with consistent street setbacks and building orientation in a manner that contributes positively to existing neighborhoods (Site will contribute to the surrounding neighborhood by filling in a vacant corner with new, twostory dwelling units facing the streets.)

Utilize architectural features and landscaping that follows existing neighborhood patterns (Neighborhood patterns are

# being followed by reducing front yards and orienting units to each of the two street facades.)

Provide appropriate buffers and design elements to minimize the potential negative impacts of higher density projects on traditional neighborhoods (Designed with off-set front porches and private patios facing the streets, the project presents a pedestrian-friendly façade.)

#### 2. Promote pedestrian-oriented environment

Orient buildings toward street with direct access from the sidewalk (The new apartment units will all face adjacent streets with direct access to sidewalks.)

Locate parking behind buildings when possible (Existing covered parking for 11 vehicles at rear of subject property is accessible from both North Kansas Street and the dedicated alley adjacent. A parking waiver is being requested by way of the Special Permit Application.)

Avoid site layouts in which blank building walls face streets (This project proposes an interesting mix of off-set patios and balconies for the new units facing the streets.)

3. Building Orientation – The proposed development follows traditional development patterns by orienting the new buildings toward more heavily trafficked streets. This maintains a sense of enclosure along the main street and enhances the urban experience. The new apartment buildings will match existing building setbacks on both primary and secondary streets and orients those units toward the street. The Purpose of this Parking Study is to (1) support the increased density of eight (8) new apartment units on site, (2) illustrate that present demand for on-street parking in the area of the Subject Property leaves a sufficient surplus of on-street parking to accommodate the increased density being proposed, and (3) provide the City of El Paso with justification to approve a Special Permit for a 70% Parking Waiver for the new development.

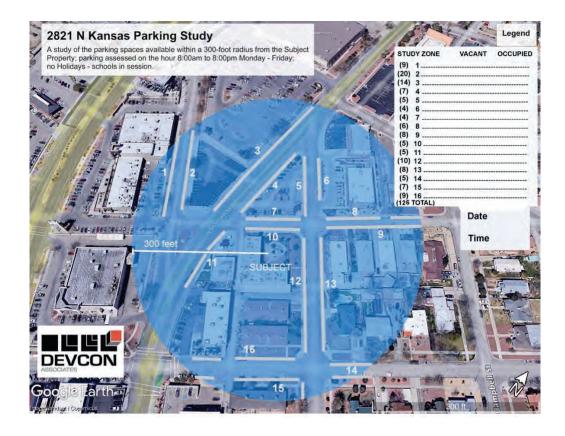
#### **METHODOLOGY**

Following the guidelines of the City of El Paso for *Parking Studies* to support the requested Special Permit for Parking Waiver, the author undertook to study the parking spaces available on street right of way within a 300-foot radius of the Subject Property. Parking use was assessed by physical inspection every hour from 8:00am to 8:00pm Monday through Friday, while school is in session and with no Holidays. This resulted in 13 unique hourly inspections each day, creating 65 separate hourly reports for the week, summarizing 1,040 distinct data points over the Study Period.

The first task was to physically overlay a 300-foot **Study Area** on a scaled aerial photo centered on the Subject Property at 2821 N Kansas Street. Once established, a physical review of all on-street parking spaces available within said 300-foot Study Area was performed, and a set of sixteen (16) **Study Zones** were created, with corresponding parking space counts representing the total available on-street parking spaces in each Study Zone. No distinction was made between metered parking spaces and those areas of on-street

parking where a Decal Permit is required in the Kern Place Neighborhood. The 300-foot Study Area contains **126 on-street parking spaces** within those sixteen Study Zones as follows:

STUDY ZONE	TOTAL SPACES AVAILABLE
1	9
2	20
3	14
4	7
5	5
6	4
7	4
8	6
9	8
10	5
11	5
12	10
13	8
14	5
15	7
16	9_
TOTAL AVAILABLE:	126



An hourly report **Log Sheet** was created illustrating the 300-foot Study Area (in blue shading) and the 16 separate Study Zones containing the 126 on-street parking spaces (see above). Each hour during the Study Period (**Monday through Friday of October 21 – 25, 2024**) the Study Zones were physically visited and counts made of both vacant parking spaces and those that were occupied. Log Sheets were filled out with date and time accordingly for each site visit. Those 65 Hourly Log Sheets generated 1,040 unique data points which are the basis for this Parking Study. Copies of the Log Sheets are appended hereto.

At the end of the study period, the Log Sheets were compiled into separate **Daily Parking Summary Reports**, by Study Zone and hour of the day. Only vacant spaces were tallied, as the intent of the Parking Study is to reveal the number of <u>available</u> parking spaces, at certain times, in the area surrounding the Subject Property. Average vacant parking spaces were calculated for each Study Zone, by the hour, for each day of the Study Period. Total *average vacant spaces*, by Study Zone and by day, were elemental calculations reflected in those summaries. Those Daily Parking Summaries were then used to compile a **Weekly Parking Summary Report**, which illustrates the *average weekly vacant parking spaces* available by Study Zone and in total, for each day studied <u>and</u> for the entire Study Period.

### PARKING SURVEY RESULTS

**Monday, October 21, 2024**: This represented the first day of the Study Period. Results from the 13 Log Sheets that day indicate that there existed from 106 to 115 vacant on-street parking spaces, with an **average of 110.2 parking spaces available** within the Study Area that day. The Daily Parking Summary Report is as follows:

MONDAY				ACTUA	VACANT SP	PACES A	VAILAB	LE BY H	OUR				11	AVERAG
10/21/24	8:00AM	9:00AM	10:00AM	11:00AM	12:00 NOON	1:00PM	2:00PM	3:00PM	4:00PM	5:00PM	6:00PM	7:00PM	8:00PM	VACANT
STUDY ZONES														
1	9	9	9	9	9	8	8	7	9	9	9	9	9	8.7
2	20	20	19	19	19	20	20	20	20	20	20	20	20	19.8
3	14	14	14	14	14	14	14	14	14	14	14	14	14	14.0
4	7	7	7	7	6	7	7	7	7	7	7	7	7	6.9
5	5	5	5	4	5	5	5	5	5	5	5	5	5	4.9
6	4	4	3	1	2	4	3	4	4	4	4	4	4	3.5
7	4	4	4	4	4	4	4	4	4	4	4	4	4	4.0
8	5	1	0	0	0	1	1	2	1	3	6	6	6	2.5
9	8	8	8	8	8	8	8	8	8	8	8	8	8	8.0
10	5	5	5	5	5	5	5	5	5	5	5	5	5	5.0
11	5	5	5	5	5	5	5	5	5	5	5	5	5	5.0
12	6	6	6	6	5	5	4	5	8	7	7	7	7	6.1
13	8	8	8	8	8	8	8	8	8	8	8	8	8	8.0
14	4	4	4	4	4	4	5	5	5	5	4	4	4	4.3
15	4	5	4	6	6	6	5	5	5	4	3	4	4	4.7
16	5	7	6	6	6	7	4	5	4	3	6	2	3	4.9
TOTAL:	113	112	107	106	106	111	106	109	112	111	115	112	113	110.2

**Tuesday, October 22, 2024**: This represented the second day of the Study Period. Results from the 13 Log Sheets that day indicate that there existed from 105 to 119 vacant on-street parking spaces, with an **average of 111.8 parking spaces available** within the Study Area that day. The Daily Parking Summary Report is as follows:

TUESDAY				ACTUA	L VACANT SP	ACES A	VAILAB	LE BY H	OUR					AVERAG
10/22/24	8:00AM	9:00AM	10:00AM	11:00AM	12:00 NOON	1:00PM	2:00PM	3:00PM	4:00PM	5:00PM	6:00PM	7:00PM	8:00PM	VACANT
STUDY ZONES														
1	9	9	9	8	9	9	7	8	9	8	9	9	7	8.5
2	20	20	20	20	20	20	20	19	19	19	20	20	20	19.8
3	14	14	14	14	14	14	14	14	14	14	14	14	14	14.0
4	7	7	7	7	7	7	7	7	7	7	7	7	7	7.0
5	5	5	5	5	5	5	5	5	5	5	5	5	5	5.0
6	4	4	4	2	2	4	4	4	2	4	4	4	4	3.5
7	4	4	4	4	4	4	4	4	4	4	4	4	4	4.0
8	4	1	0	0	0	0	1	0	3	4	6	6	6	2.4
9	8	8	8	8	8	8	8	8	8	8	8	8	8	8.0
10	5	5	5	5	5	5	5	5	5	5	5	5	5	5.0
11	5	5	5	5	5	5	5	5	5	5	5	5	5	5.0
12	6	6	6	6	5	5	6	5	6	6	8	7	7	6.1
13	8	8	8	8	8	8	8	8	8	8	8	8	8	8.0
14	4	4	4	4	4	4	3	5	5	5	4	4	4	4.2
15	4	4	4	5	3	5	6	6	6	6	6	4	4	4.8
16	3	7	6	5	6	8	7	5	7	7	6	9	9	6.5
TOTAL:	110	111	109	106	105	111	110	108	113	115	119	119	117	111.8

Wednesday, October 23, 2024: This represented the third day of the Study Period. Results from the 13 Log Sheets that day indicate that there existed from 104 to 115 vacant on-street parking spaces, with an average of 109.4 parking spaces available within the Study Area that day. The Daily Parking Summary Report is as follows:

WEDNESDAY				ACTUA	VACANT SE	ACES A	VAILAB	LE BY H	OUR					AVERAGE
10/23/24	8:00AM	9:00AM	10:00AM	11:00AM	12:00 NOON	1:00PM	2:00PM	3:00PM	4:00PM	5:00PM	6:00PM	7:00PM	8:00PM	VACANT
STUDY ZONES														
1	9	9	9	8	7	8	7	8	7	8	8	9	9	8.2
2	20	20	20	18	19	19	19	19	20	20	20	20	20	19.5
3	14	14	14	14	14	14	14	14	14	14	14	14	14	14.0
4	7	7	7	7	7	7	7	7	7	7	7	7	7	7.0
5	5	5	5	5	5	5	5	5	5	5	5	5	5	5.0
6	4	4	3	2	4	4	3	3	4	4	4	4	4	3.6
7	4	4	4	4	4	4	4	4	4	4	4	4	4	4.0
8	4	0	0	0	0	0	1	0	2	3	6	6	6	2.2
9	8	8	8	8	8	8	8	8	8	8	8	8	8	8.0
10	5	5	5	5	5	5	5	5	5	5	5	5	5	5.0
11	5	5	5	5	5	5	5	5	5	5	5	5	5	5.0
12	5	6	6	6	6	4	5	4	5	6	6	7	7	5.6
13	7	8	8	8	7	8	8	8	8	8	8	7	8	7.8
14	4	4	4	5	5	5	3	4	4	4	5	5	5	4.4
15	4	4	4	4	5	5	6	5	6	6	4	3	3	4.5
16	3	6	6	5	6	7	6	7	5	7	5	5	5	5.6
TOTAL:	108	109	108	104	107	108	106	106	109	114	114	114	115	109.4

**Thursday, October 24, 2024**: This represented the fourth day of the Study Period. Results from the 13 Log Sheets that day indicate that there existed from 107 to 116 vacant on-street parking spaces, with an **average of 111.2 parking spaces available** within the Study Area that day. The Daily Parking Summary Report is as follows:

THURSDAY				ACTUA	L VACANT SE	PACES A	VAILAB	LE BY H	OUR				1.00	AVERAG
10/24/24	8:00AM	9:00AM	10:00AM	11:00AM	12:00 NOON	1:00PM	2:00PM	3:00PM	4:00PM	5:00PM	6:00PM	7:00PM	8:00PM	VACANT
STUDY ZONES										8.13			-	
1	9	9	9	9	9	9	8	7	7	8	9	9	9	8.5
2	20	20	18	20	20	20	20	20	20	20	20	20	20	19.8
3	14	14	14	14	14	14	14	14	14	14	14	14	14	14.0
4	7	7	7	7	7	7	7	7	7	7	7	7	7	7.0
5	5	5	5	5	5	4	5	5	5	5	5	5	5	4.9
6	4	4	4	3	з	4	4	2	4	4	4	4	5	3.8
7	4	4	4	3	3	4	4	4	4	4	4	4	4	3.8
8	5	0	0	1	1	1	2	1	1	2	5	6	6	2.4
9	8	8	8	8	8	8	8	8	8	8	8	8	8	8.0
10	5	5	5	5	5	5	5	5	5	5	5	5	5	5.0
11	5	5	5	5	5	5	5	5	5	5	5	5	4	4.9
12	4	7	6	5	6	6	6	6	6	7	7	6	4	5.8
13	8	8	8	8	8	8	8	8	8	8	8	8	8	8.0
14	4	5	5	4	5	5	4	4	5	5	5	4	4	4.5
15	4	2	4	5	4	4	5	6	5	5	5	6	5	4.6
16	2	8	8	7	7	6	6	5	8	6	5	5	5	6.0
TOTAL:	108	111	110	109	110	110	111	107	112	113	116	116	113	111.2

**Friday, October 25, 2024**: This represented the fifth day of the Study Period. Results from the 13 Log Sheets that day indicate that there existed from 104 to 115 vacant on-street parking spaces, with an **average of 112.1 parking spaces available** within the Study Area that day. The Daily Parking Summary Report is as follows:

FRIDAY				ACTUA	L VACANT SE	ACES A	VAILAB	LE BY H	OUR					AVERAGE
10/25/24	8:00AM	9:00AM	10:00AM	11:00AM	12:00 NOON	1:00PM	2:00PM	3:00PM	4:00PM	5:00PM	6:00PM	7:00PM	8:00PM	VACANT
STUDY ZONES														
1	9	8	8	9	8	7	8	9	9	9	9	9	9	8.5
2	20	20	20	20	20	20	20	20	20	20	20	20	20	20.0
3	14	14	14	14	14	14	14	14	14	14	14	14	14	14.0
4	7	7	7	7	7	7	7	7	7	7	7	7	7	7.0
5	5	5	4	5	5	5	5	5	5	5	5	5	5	4.9
6	4	4	4	4	4	4	4	4	4	4	4	4	4	4.0
7	4	4	4	4	4	4	4	4	4	4	4	4	3	3.9
8	5	2	2	2	2	3	1	1	3	3	6	6	6	3.2
9	8	8	8	8	8	8	8	8	8	8	8	8	8	8.0
10	5	5	5	5	5	5	5	5	5	5	5	5	5	5.0
11	5	5	5	5	5	5	5	5	5	5	5	3	1	4.5
12	4	5	5	5	6	4	7	7	6	6	5	7	3	5.4
13	8	8	8	8	8	8	8	8	8	8	8	8	8	8.0
14	4	4	5	5	4	4	5	5	5	5	4	4	4	4.5
15	3	6	5	5	5	6	5	5	6	7	5	3	3	4.9
16	4	7	8	9	7	6	8	7	6	5	5	4	4	6.2
TOTAL:	109	112	112	115	112	110	114	114	115	115	114	111	104	112.1

## **SUMMARY AND CONCLUSIONS**

The results of each Daily Parking Summary Report were compiled into a **Weekly Parking Summary Report** for the entire Study Period, as shown below:

SUMMARY	AVERA	GE DAILY	WEEKLY AVERAGE			
REPORT	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	VACANT SPACES
STUDY ZONES	10/21/24	10/22/24	10/23/24	10/24/24	10/25/24	BYZONE
1	8.7	8.5	8.2	8.5	8.5	8.5
2	19.8	19.8	19.5	19.8	20.0	19.8
3	14.0	14.0	14.0	14.0	14.0	14.0
4	6.9	7.0	7.0	7.0	7.0	7.0
5	4.9	5.0	5.0	4.9	4.9	5.0
6	3.5	3.5	3.6	3.8	4.0	3.7
7	4.0	4.0	4.0	3.8	3.9	4.0
8	2.5	2.4	2.2	2.4	3.2	2.5
9	8.0	8.0	8.0	8.0	8.0	8.0
10	5.0	5.0	5.0	5.0	5.0	5.0
11	5.0	5.0	5.0	4.9	4.5	4.9
12	6.1	6.1	5.6	5.8	5.4	5.8
13	8.0	8.0	7.8	8.0	8.0	8.0
14	4.3	4.2	4.4	4.5	4.5	4.4
15	4.7	4.8	4.5	4.6	4.9	4.7
16	4.9	6.5	5.6	6.0	6.2	5.8
TOTAL AVERAGE VACANT SPACES:	110.2	111.8	109.4	111.2	112.1	110.9

The data indicate that, during the period and hours studied, the 300foot Study Area surrounding the Subject Property at 2821 North Kansas Street, El Paso, Texas offered a <u>significant</u> number of **vacant** on-street parking spaces, ranging from an average of **109.4** to **112.1** vacant parking spaces each day, and **averaging 110.9 vacant parking spaces available daily** for the period studied.

### **CERTIFICATION**

I hereby certify that the data and logs in this Parking Study were collected and compiled personally or under my direct supervision and that this represents a true and correct assessment of available on-street parking within the subject Study Area during the Study Period of October 21 – 25, 2024.

Date: 10.28.243

David F Etzold Principal Consultant



A Consultancy of ETZOLD & CO Commercial Real Estate 4332 Donnybrook Place, El Paso, Texas 79902

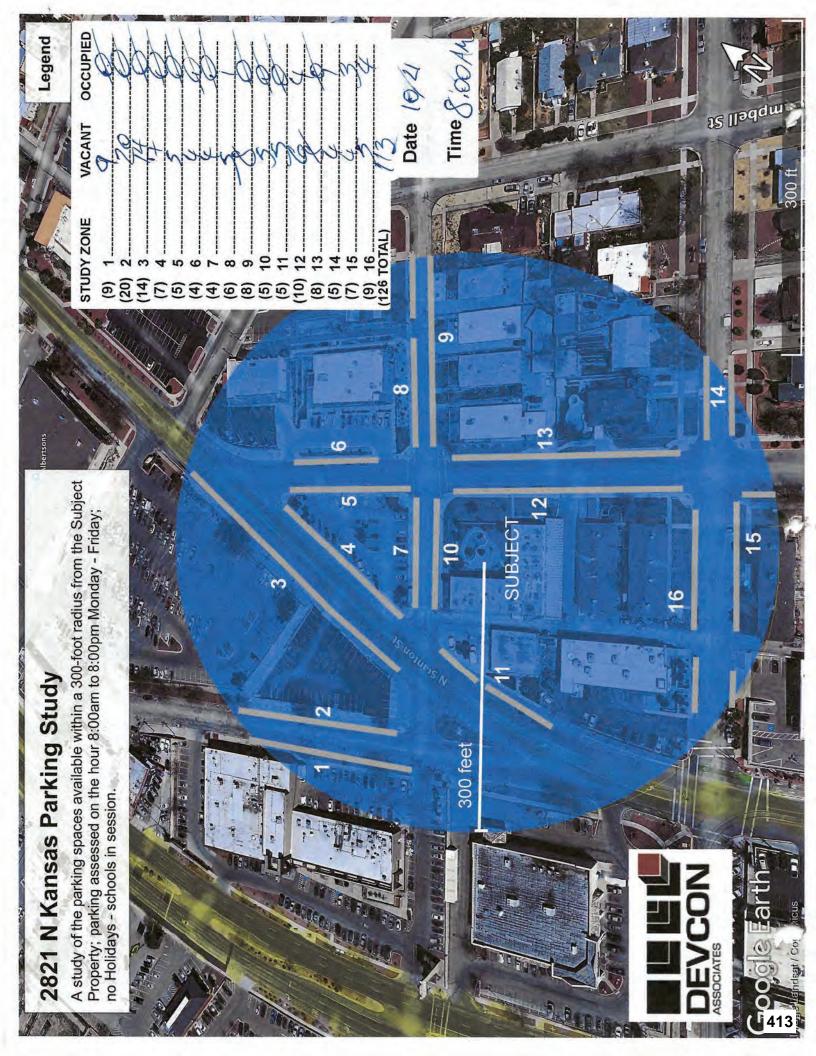
Research Assistant: William P. Etzold

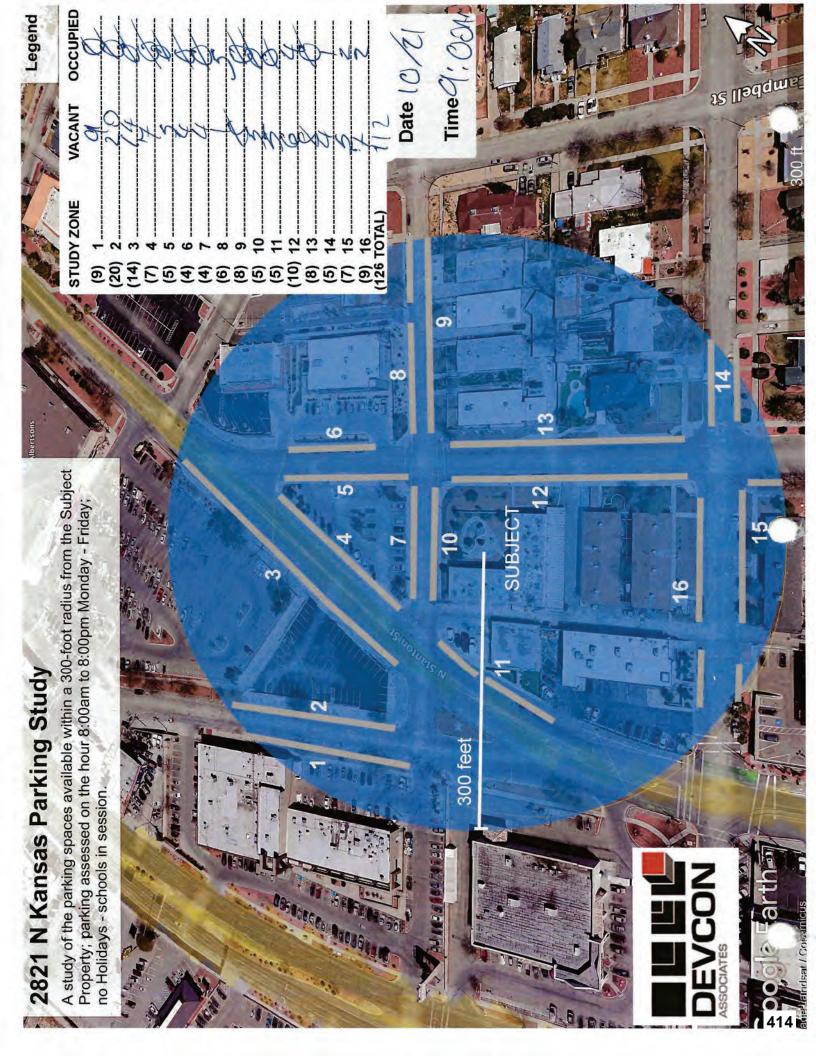
## **DETAILED SITE DEVELOPMENT PLAN**

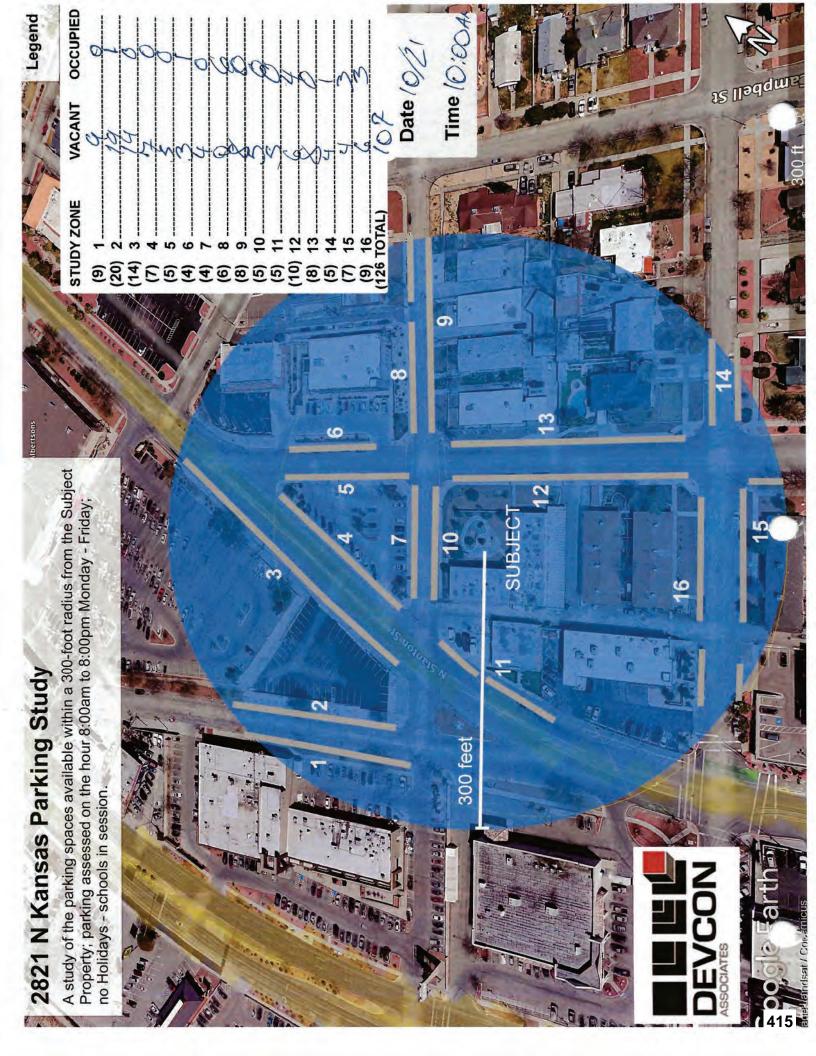


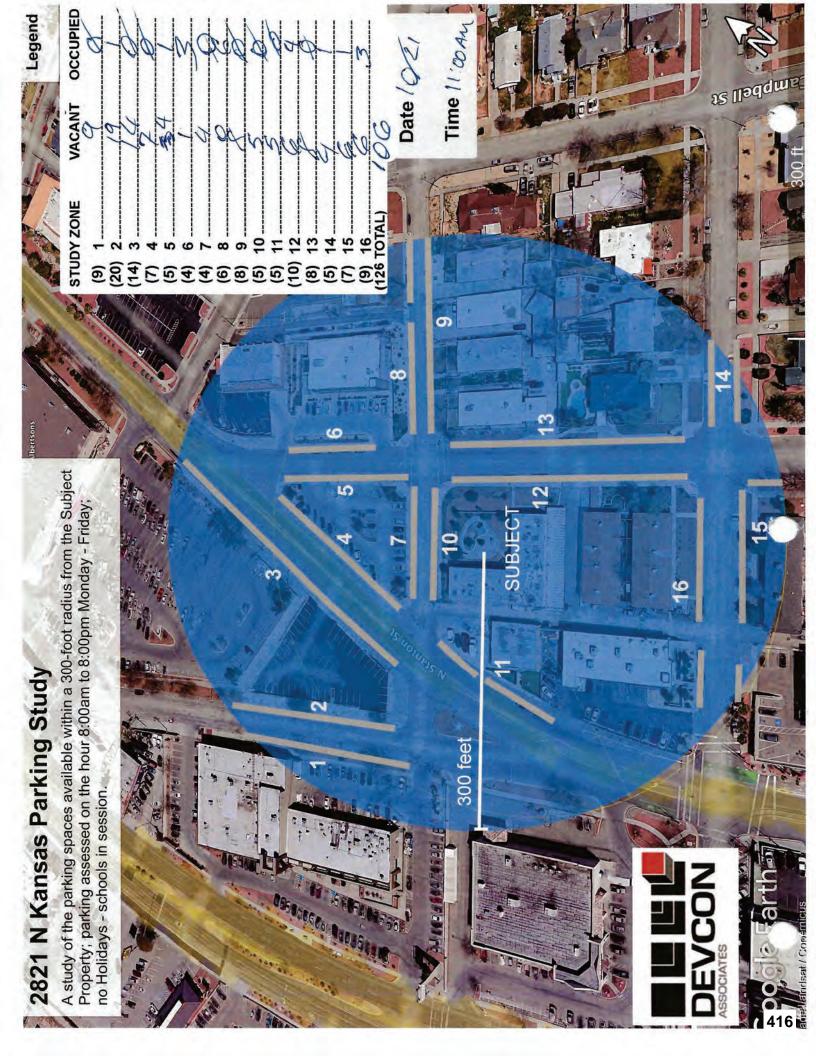
# HOURLY PARKING STUDY LOG SHEETS

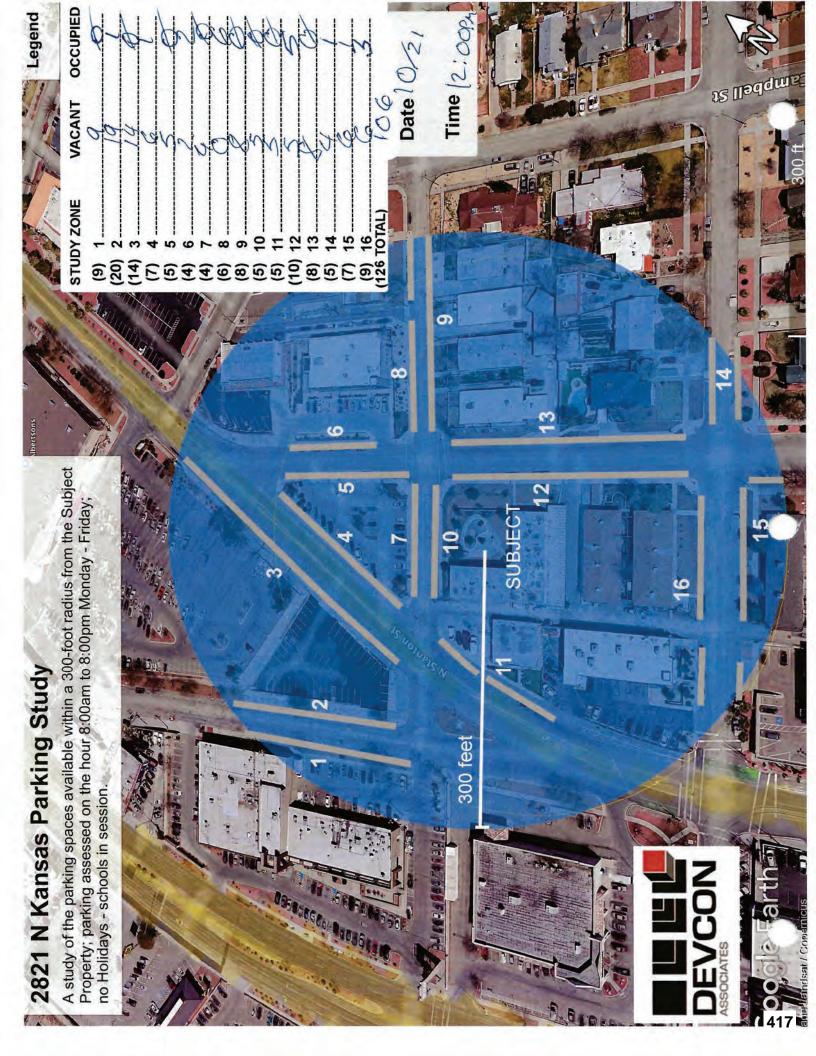
(SCANS OF HOURLY LOGS FOLLOW)

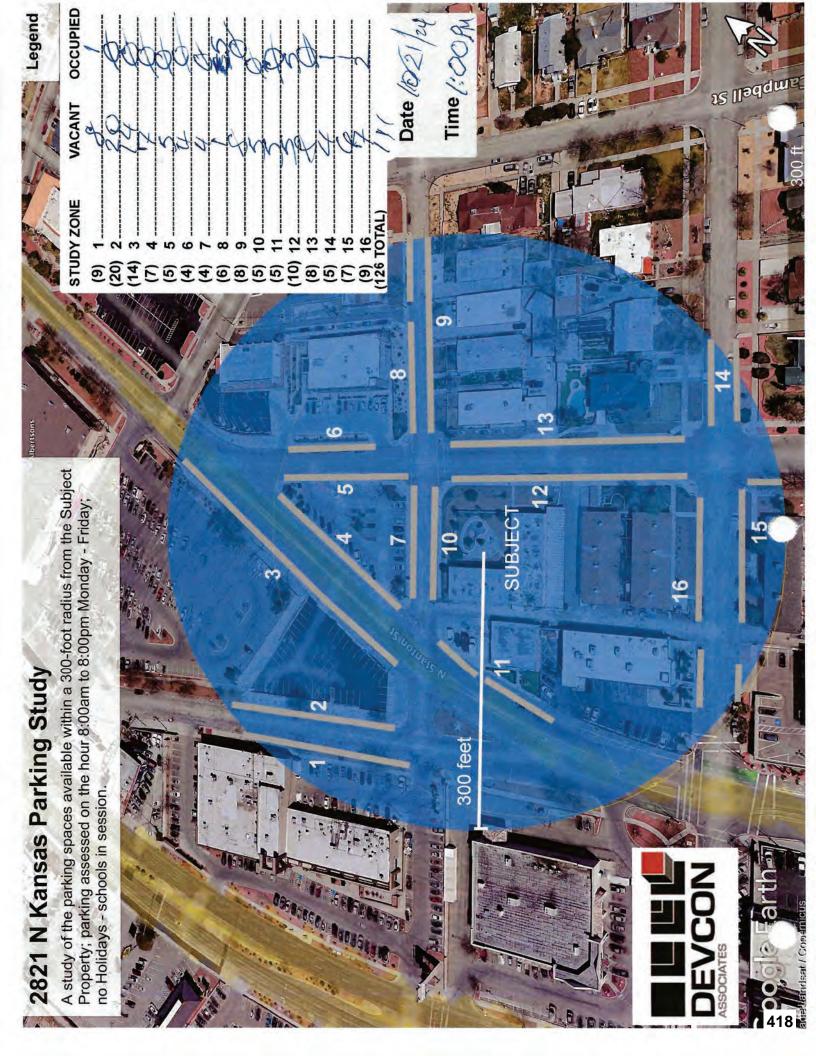


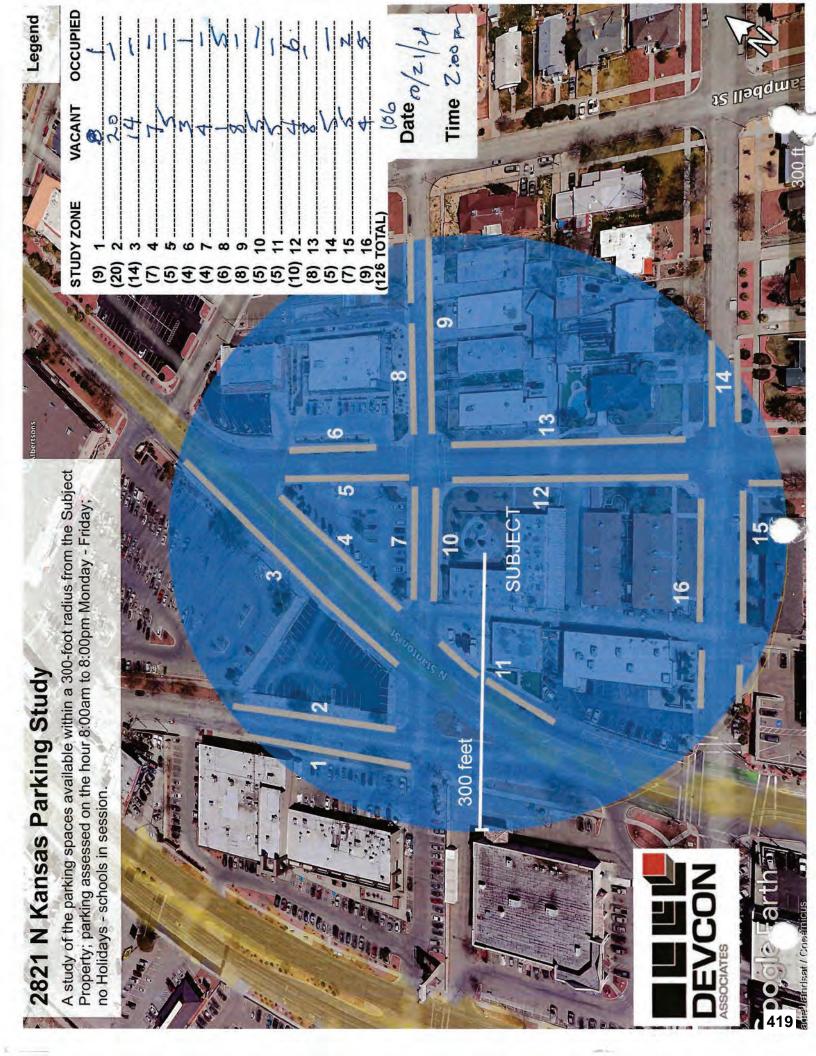


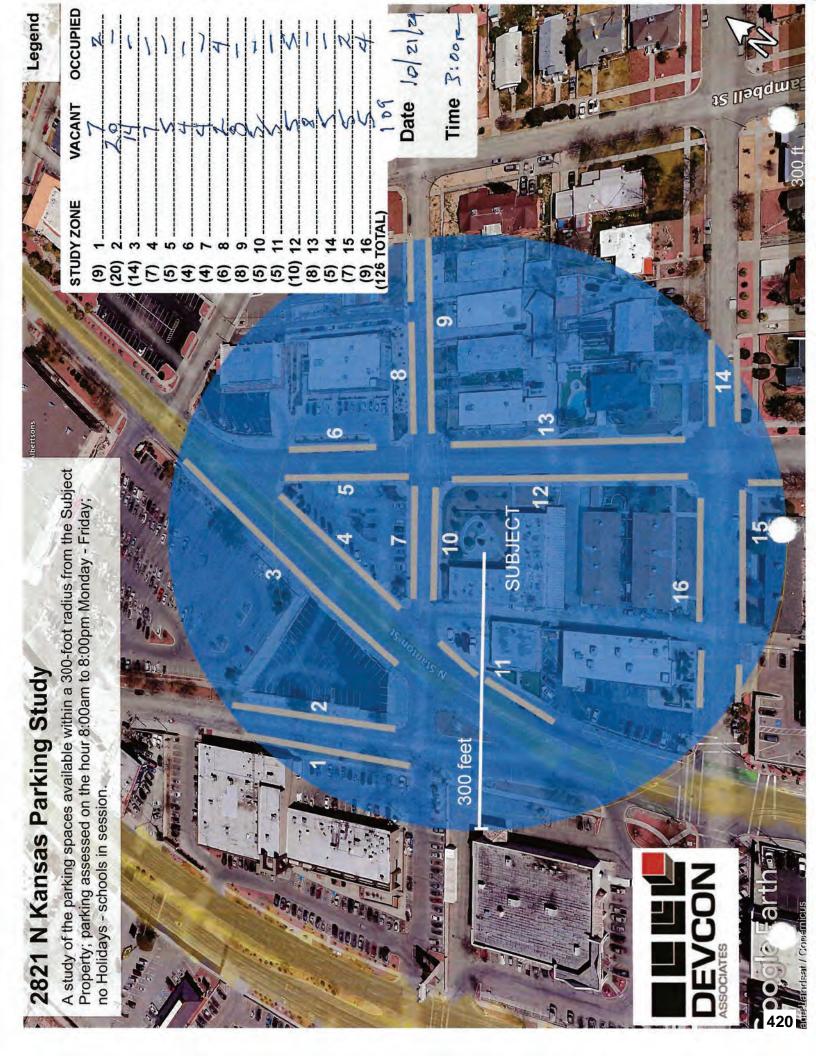


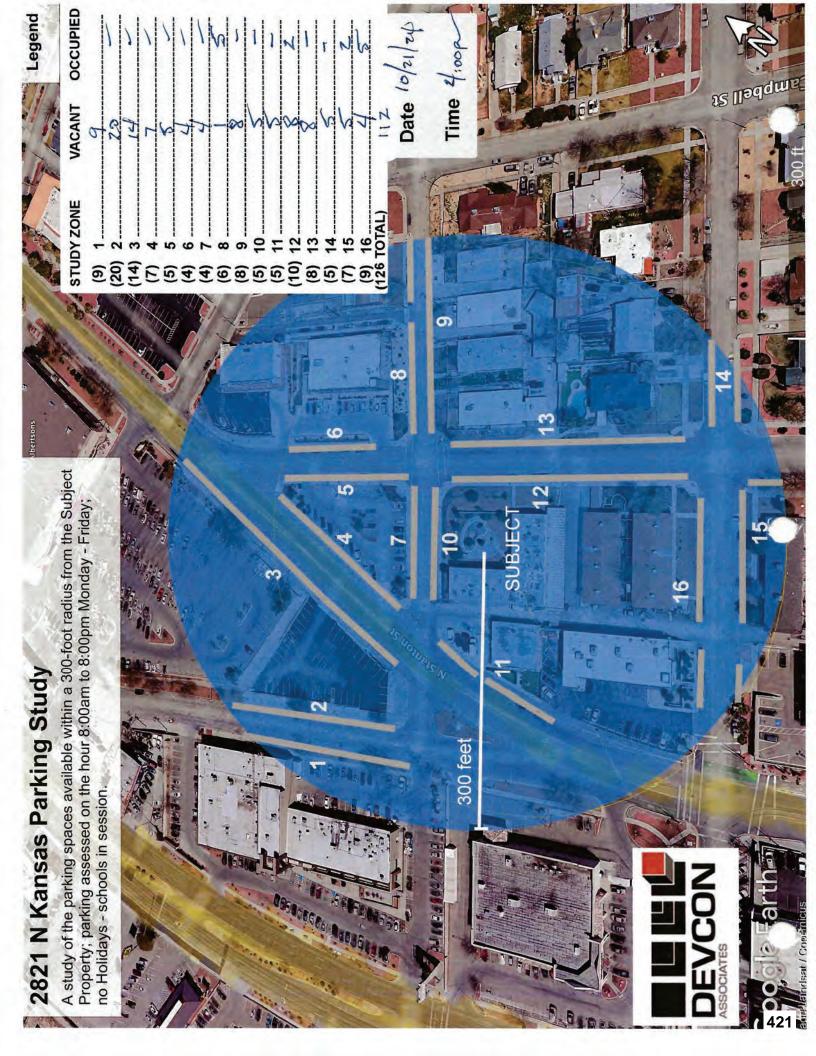


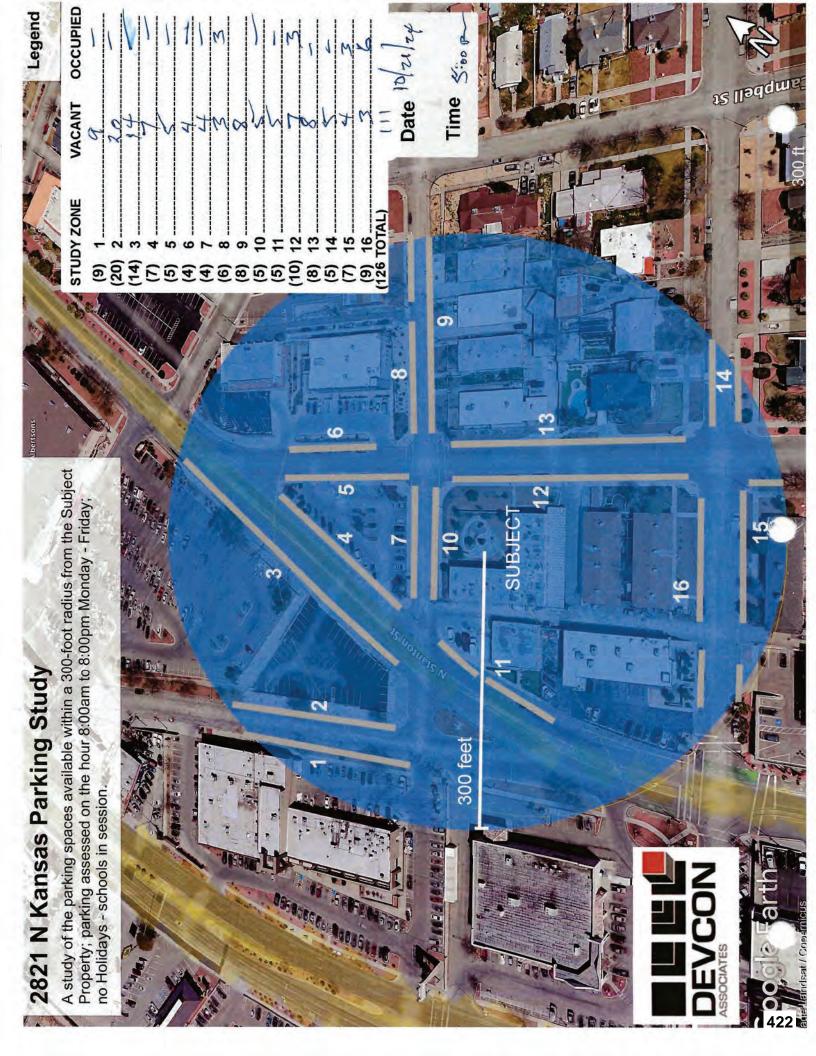


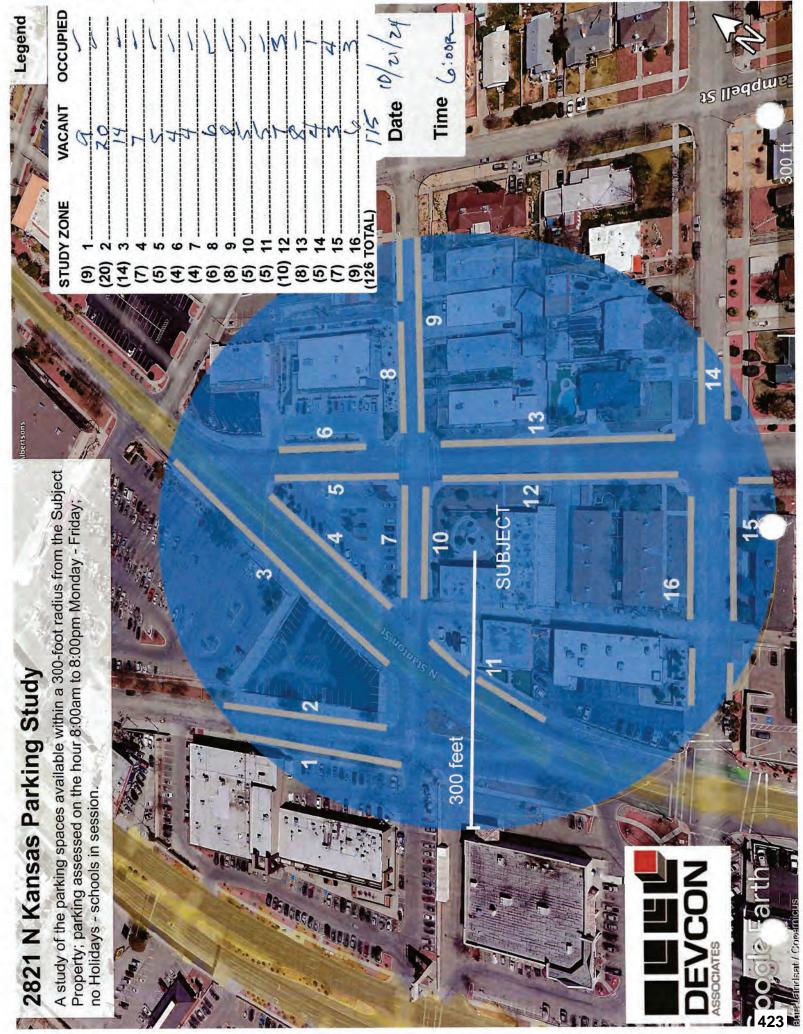


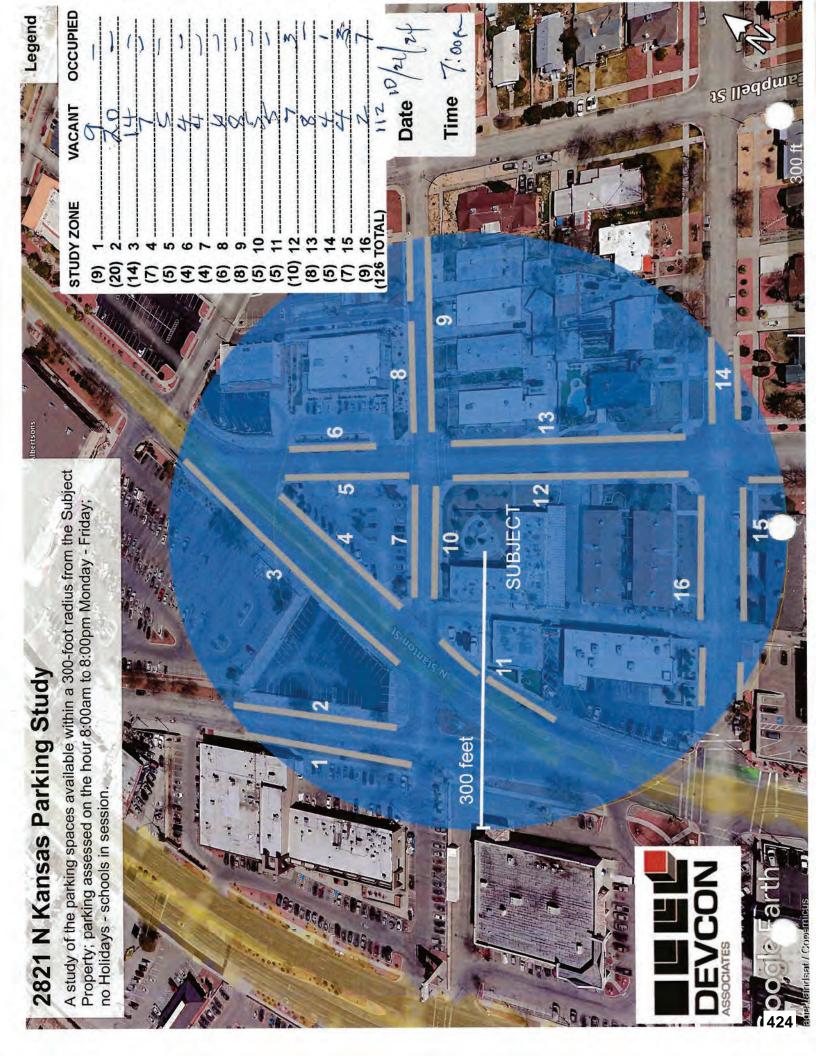


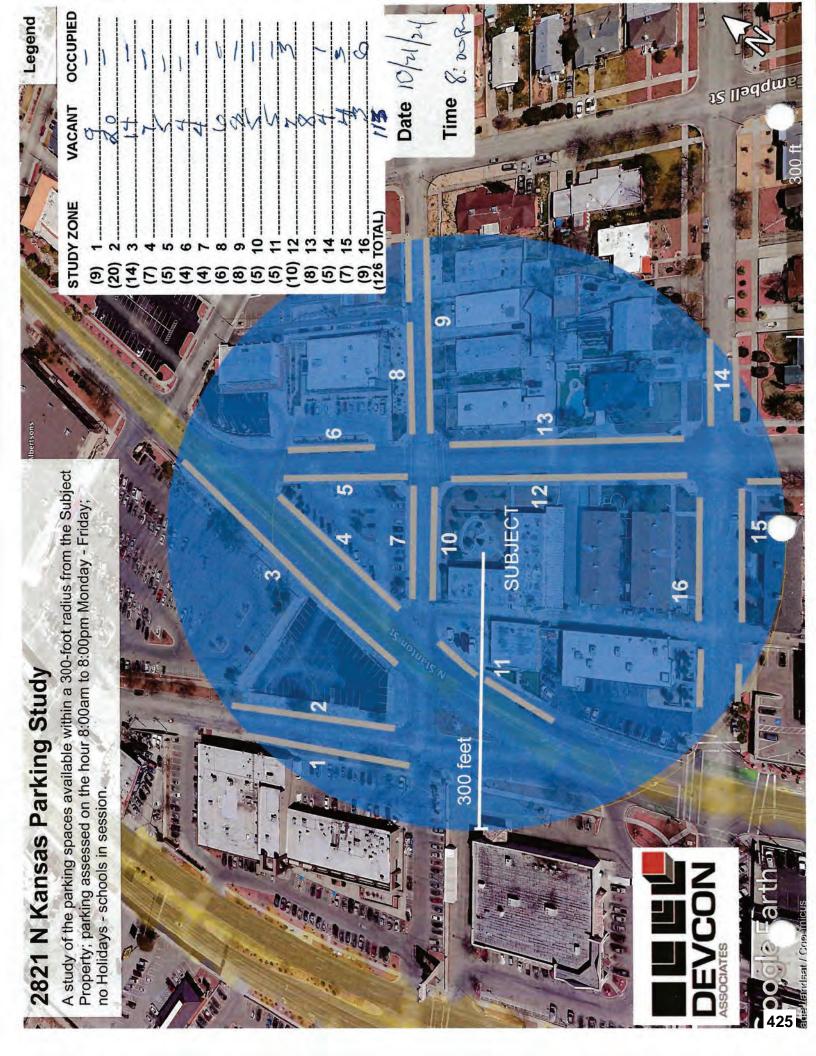






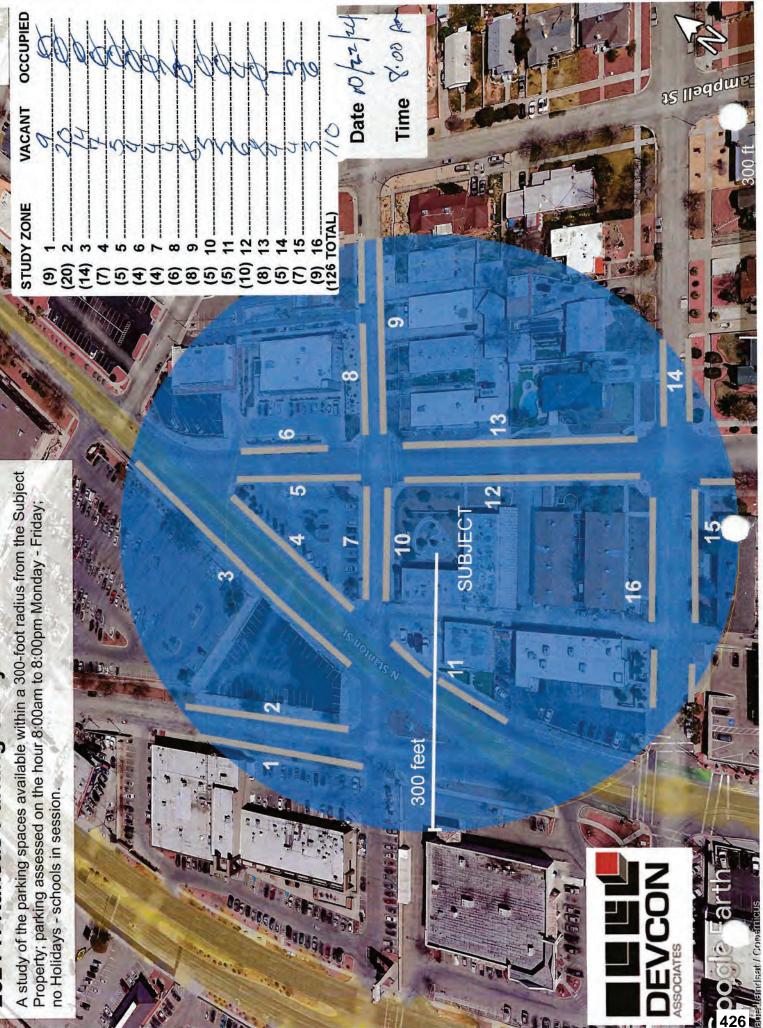


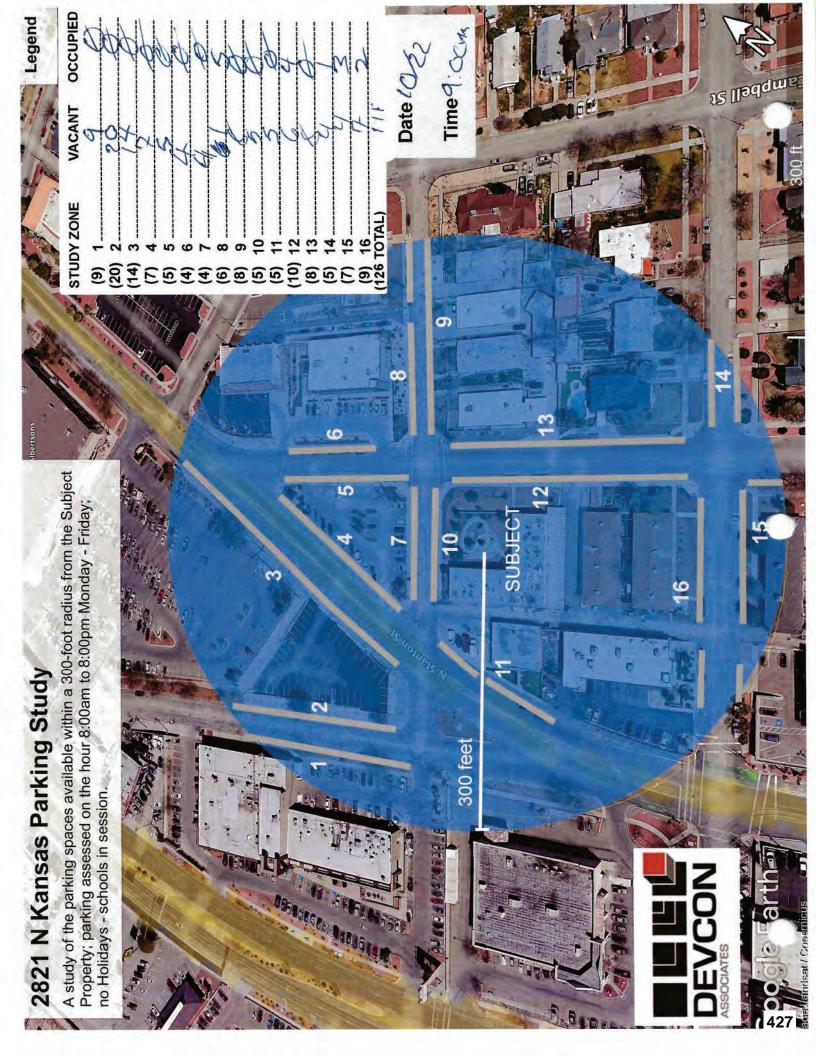




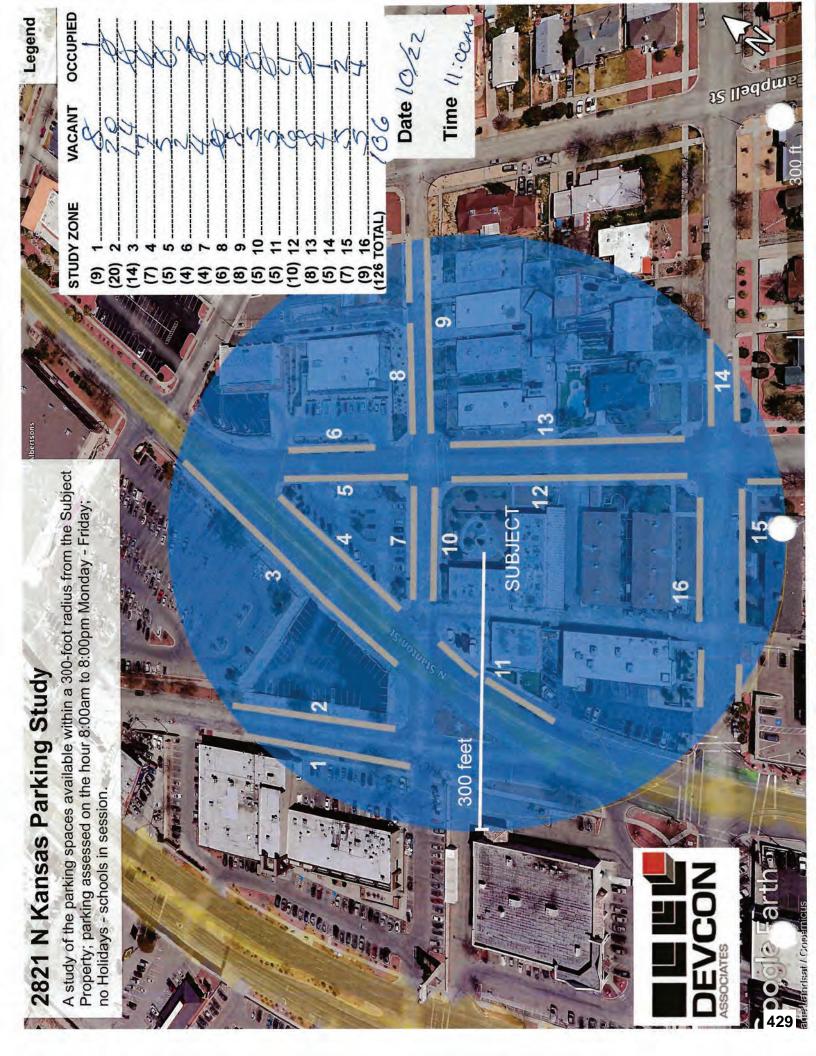


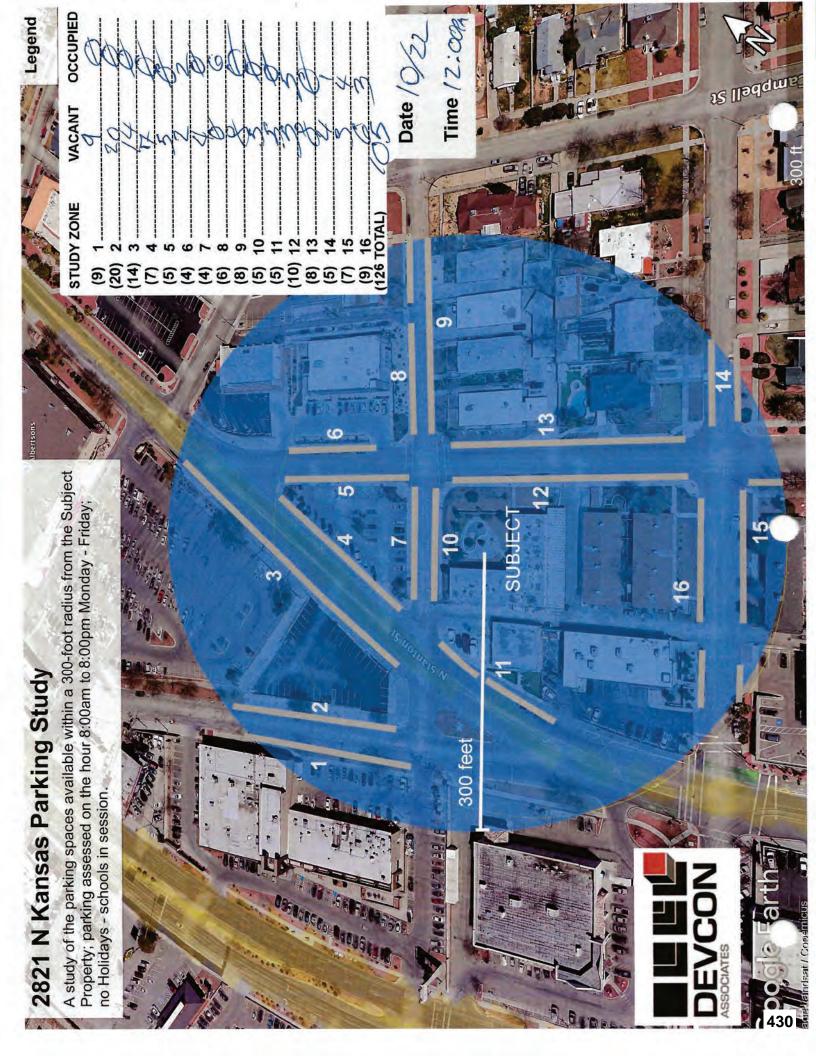
Legend

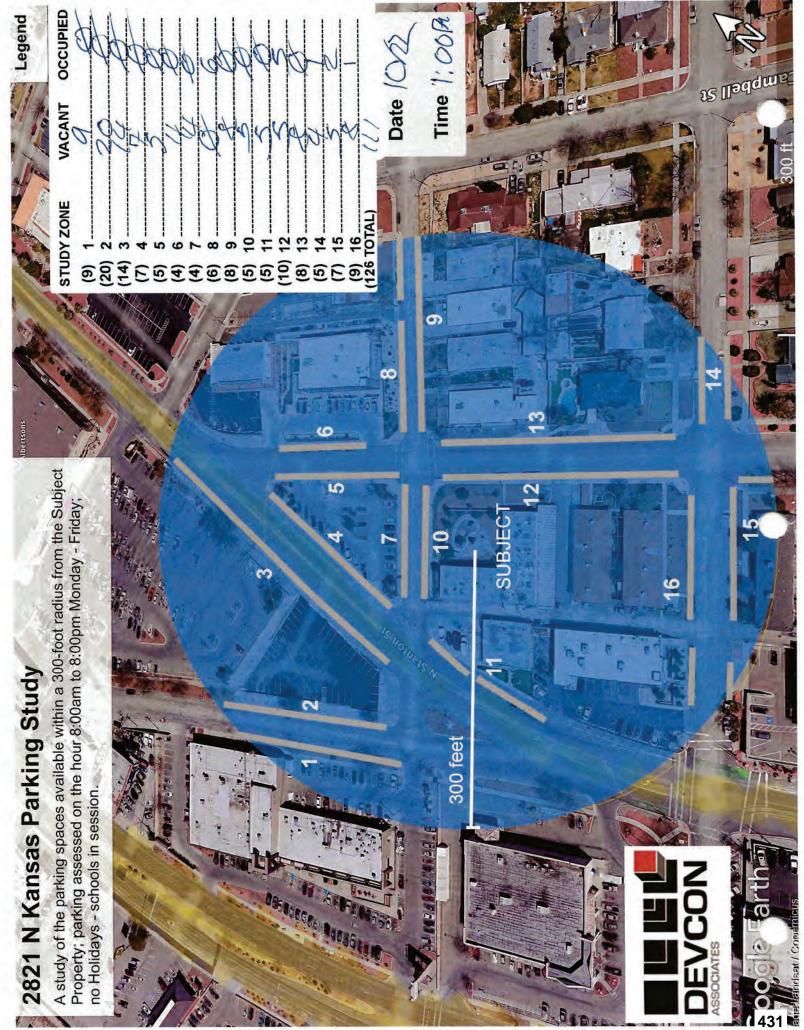


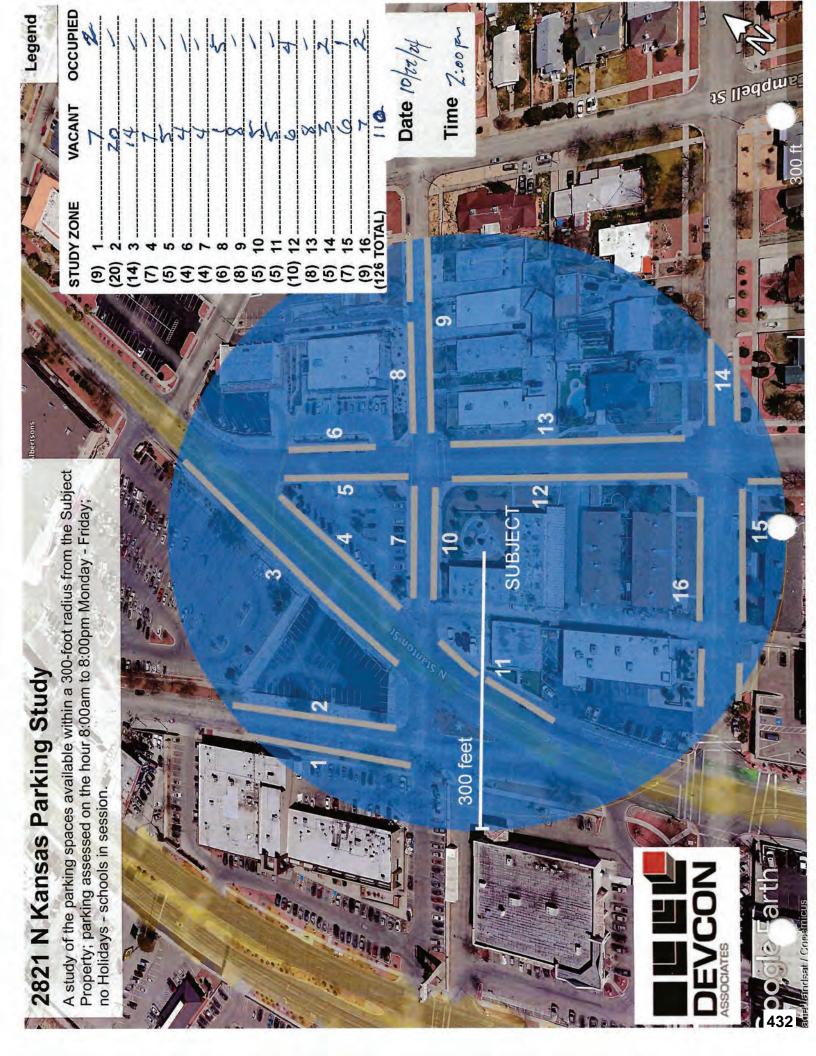


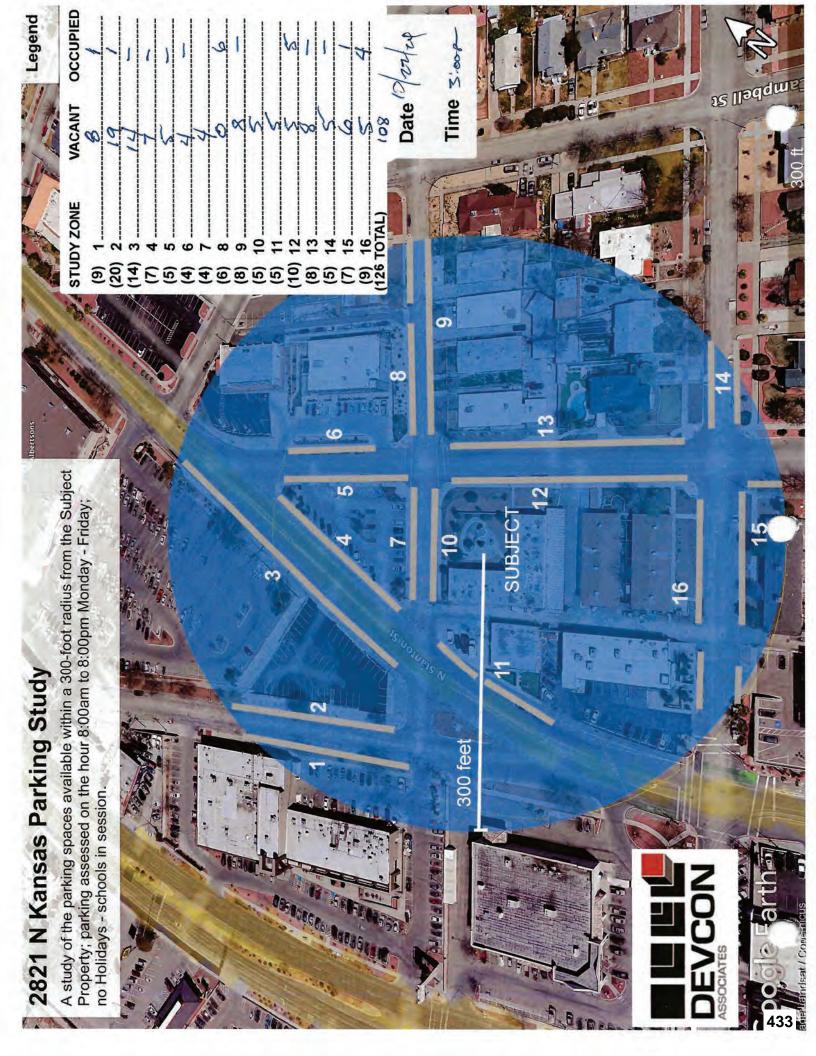
#### Time ( 0:00 40 OCCUPIED Legend is lladme Date / VACANT STUDY ZONE 15 -20) A study of the parking spaces available within a 300-foot radius from the Subject Property; parking assessed on the hour 8:00am to 8:00pm Monday - Friday; SUBJECT S 2821 N Kansas Parking Study N 300 feet no Holidays - schools in session. Ζ ASSOCIATES Ш С

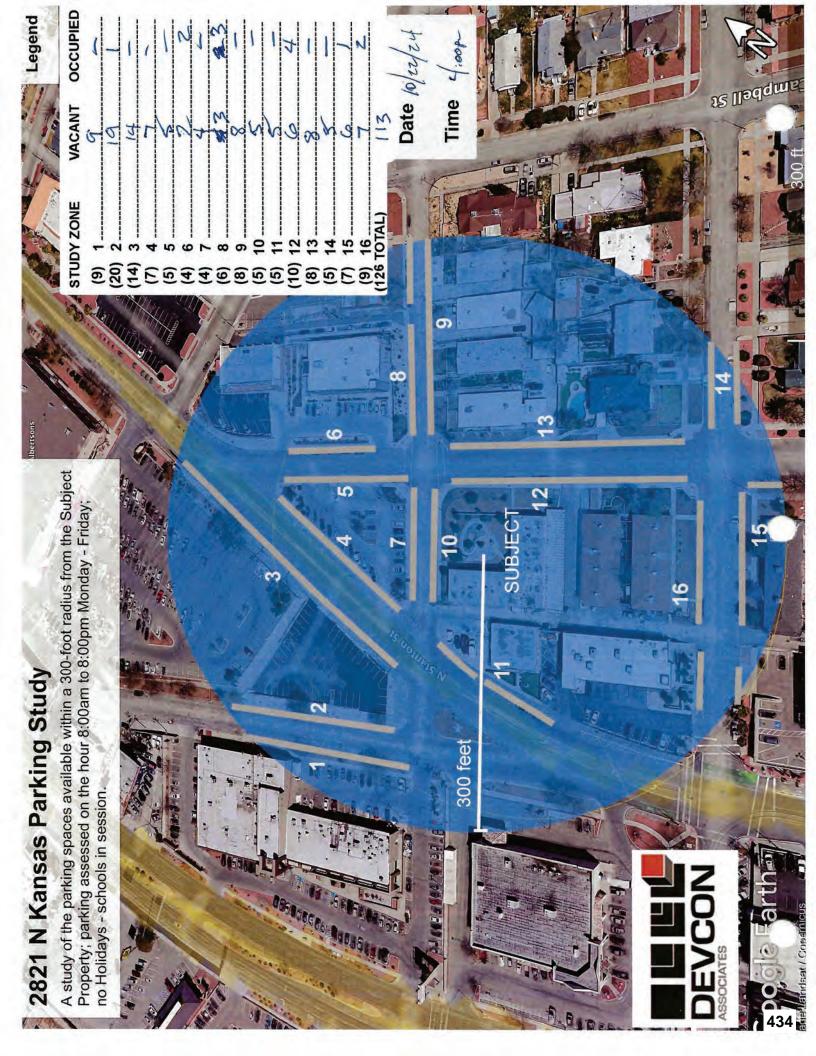


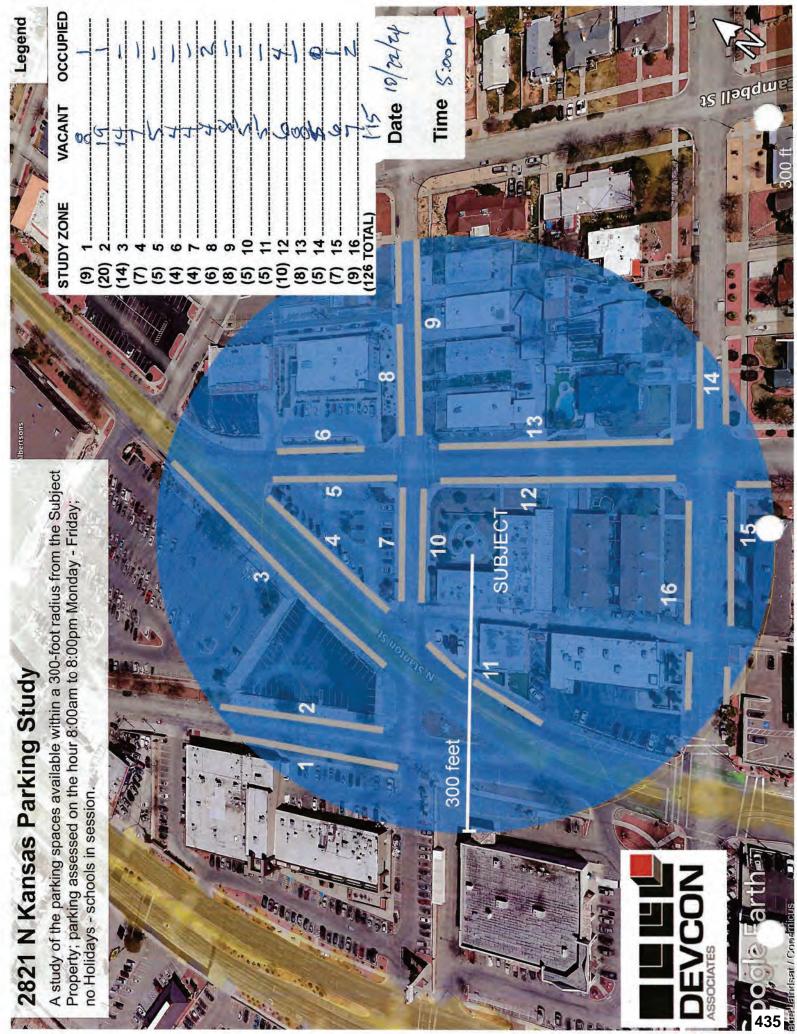


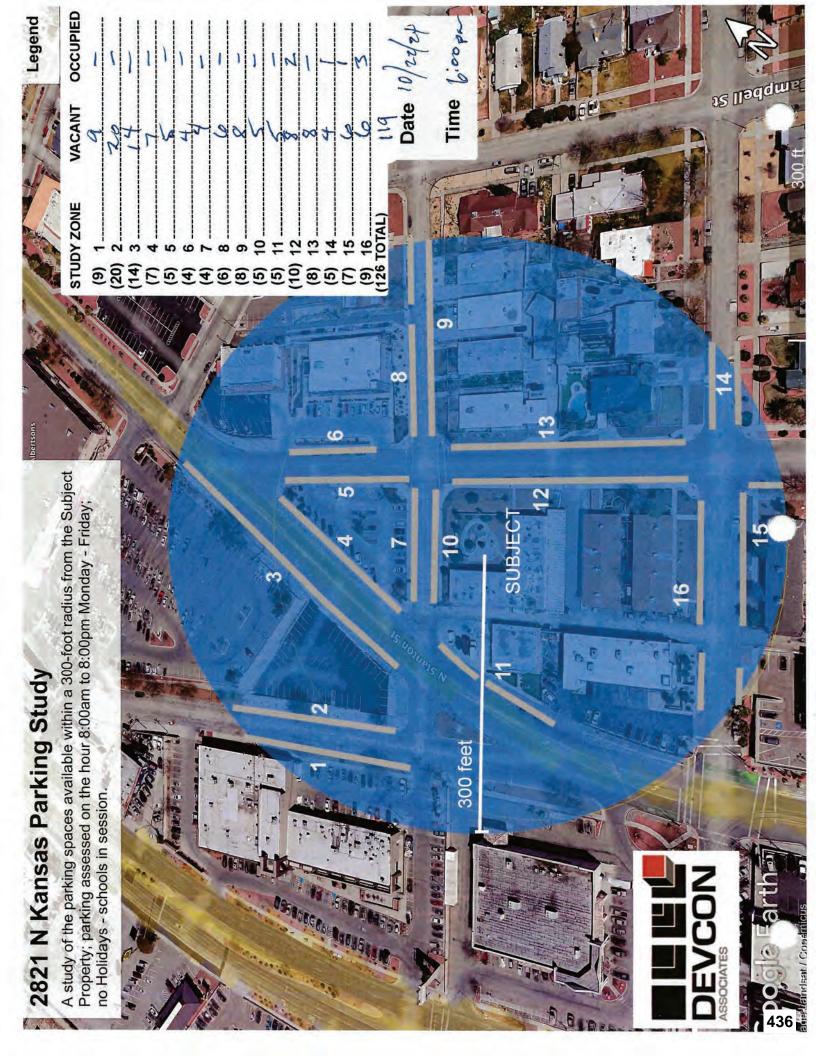


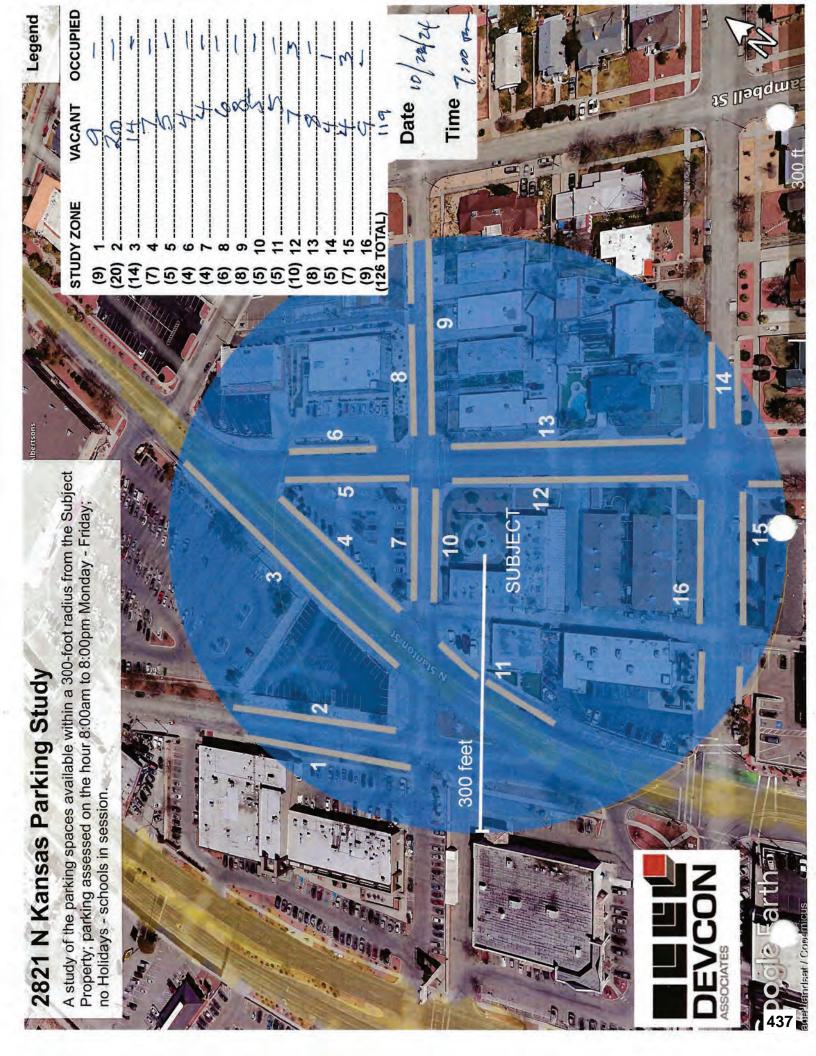


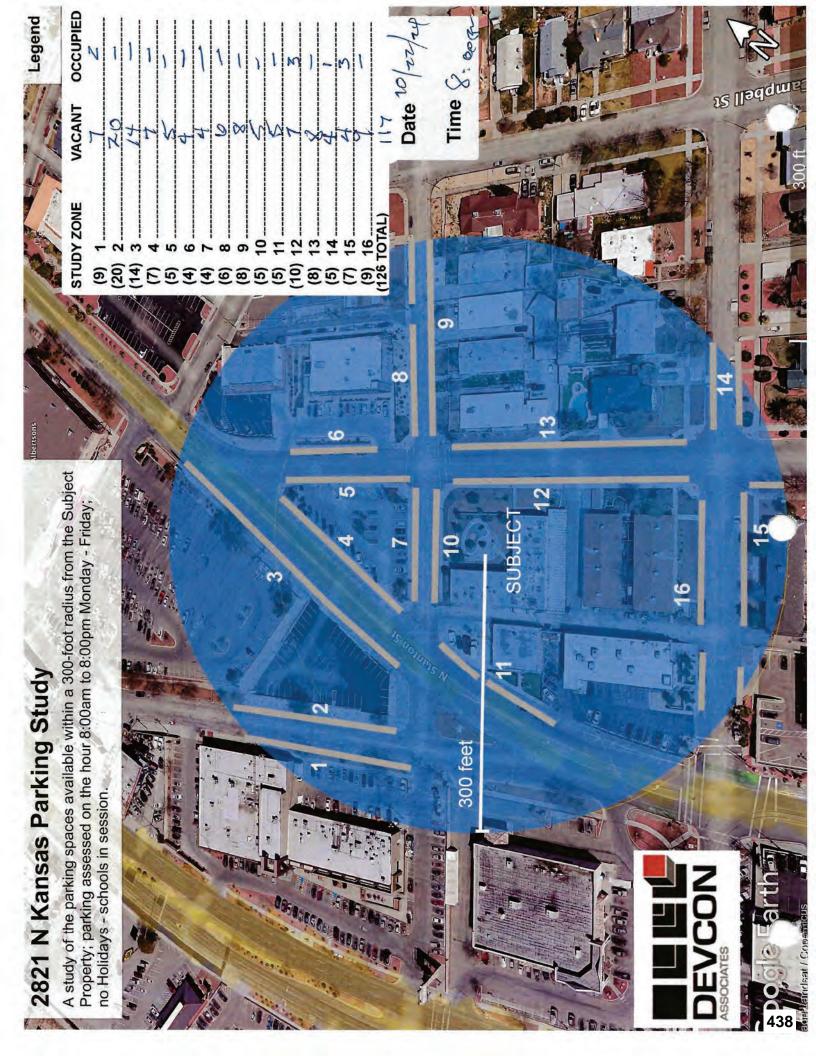


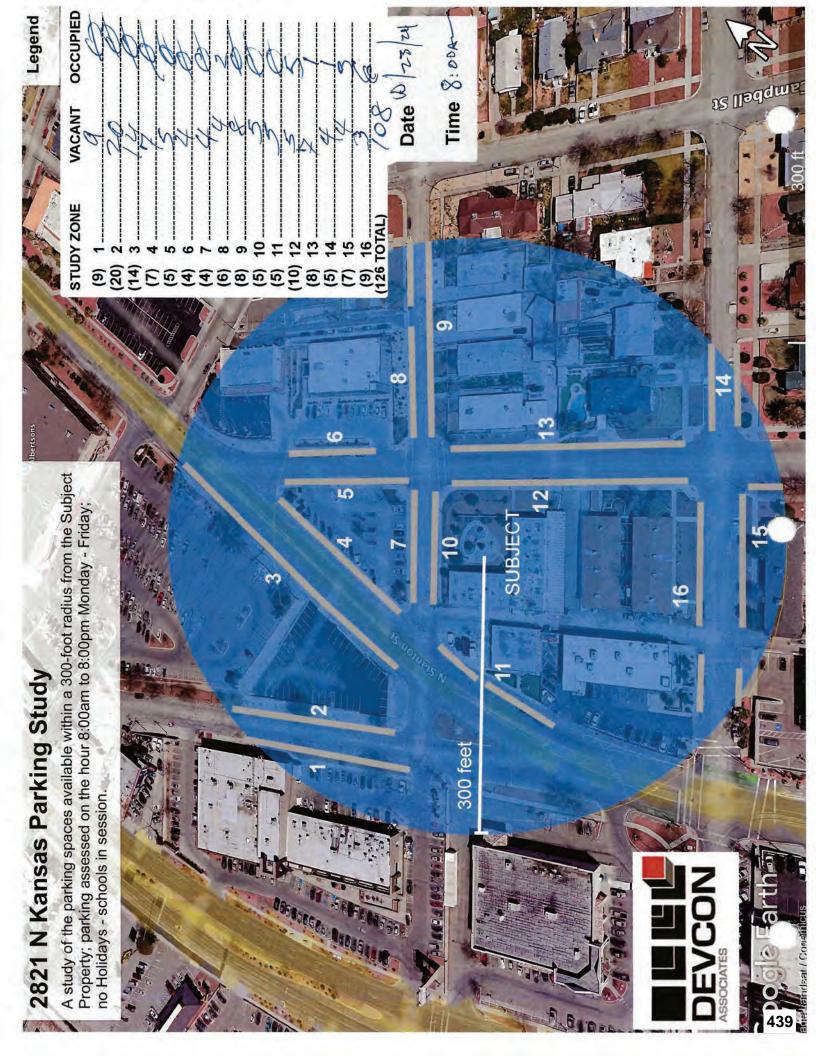


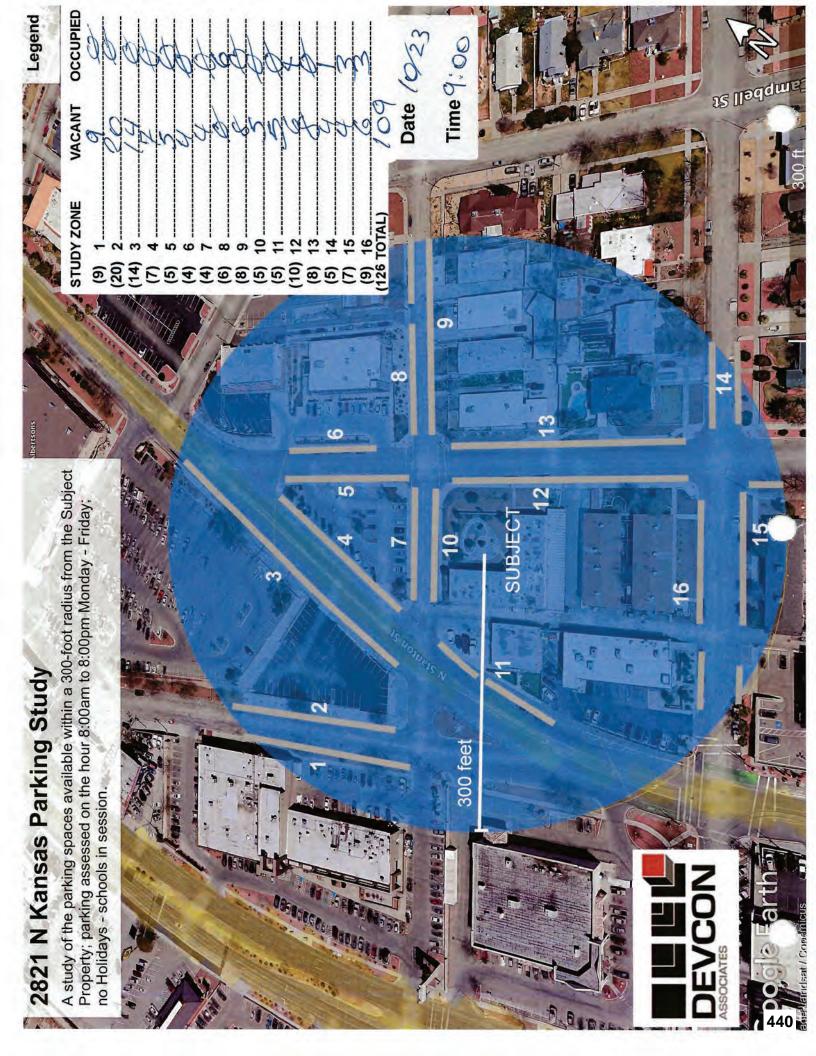


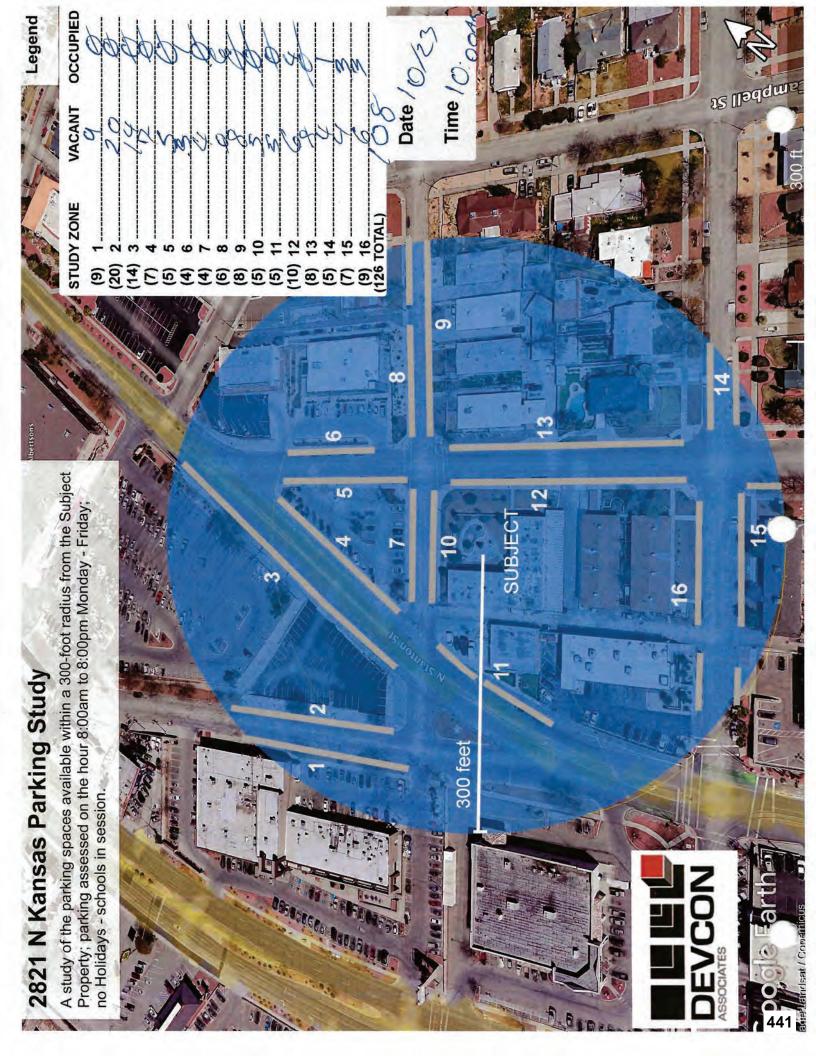


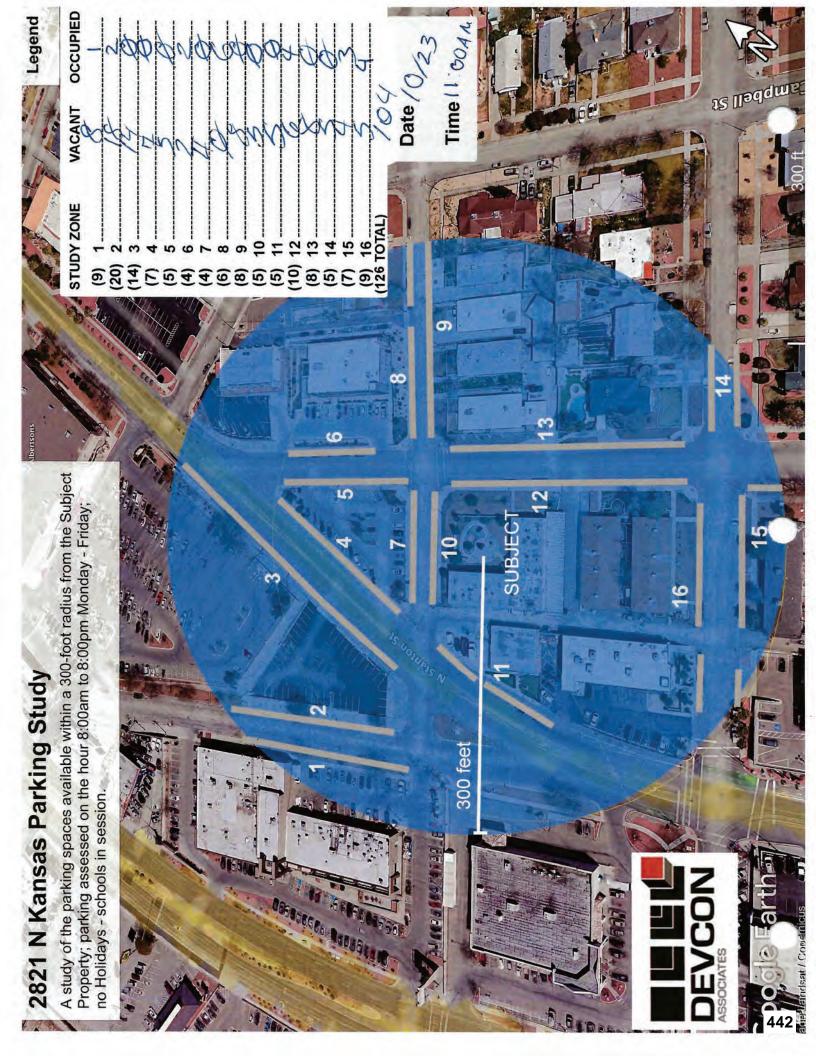


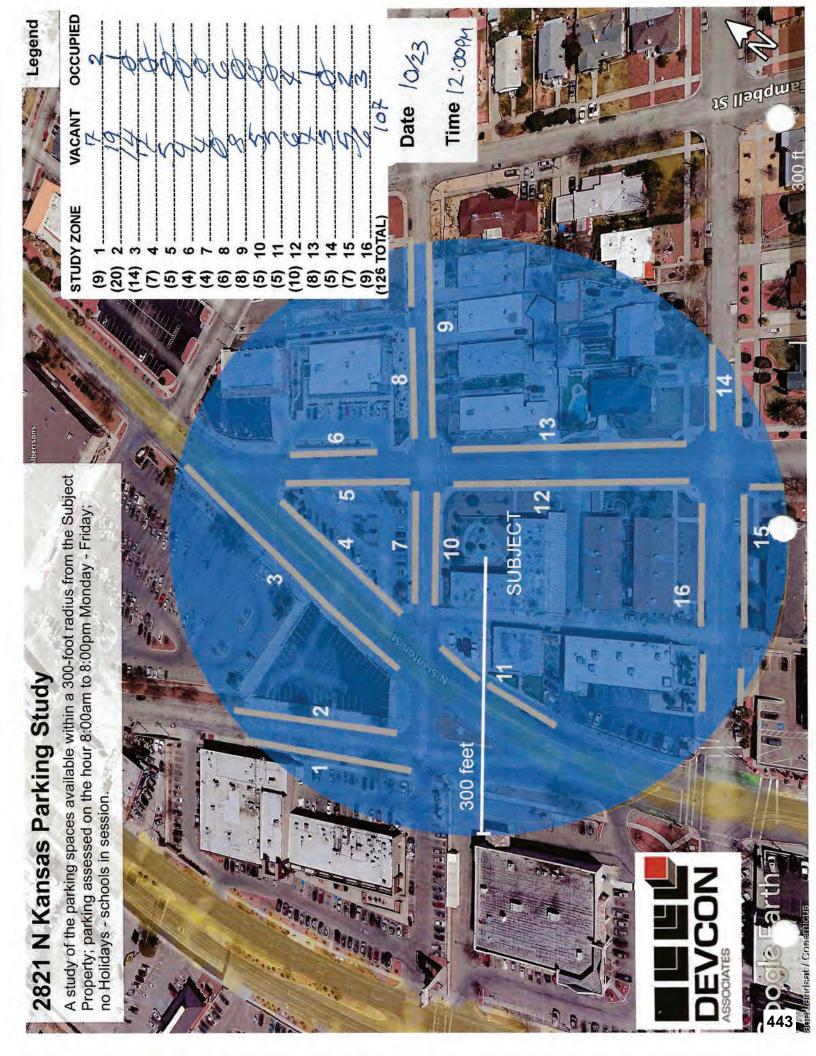


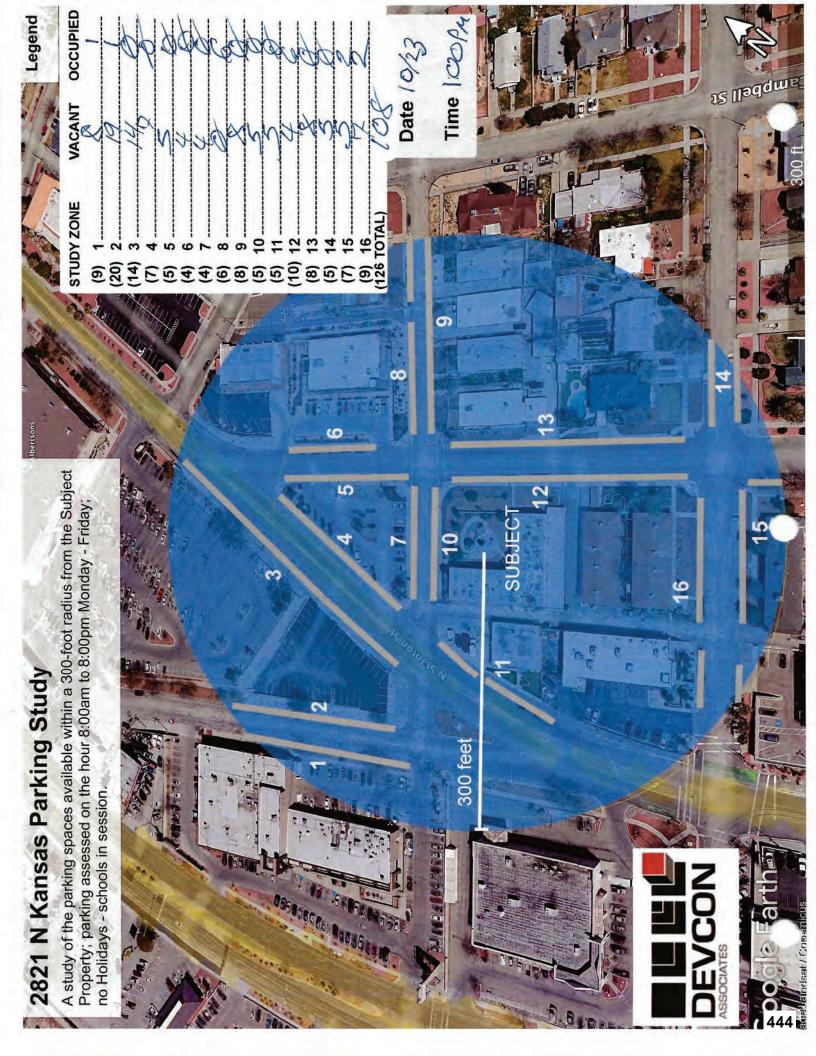


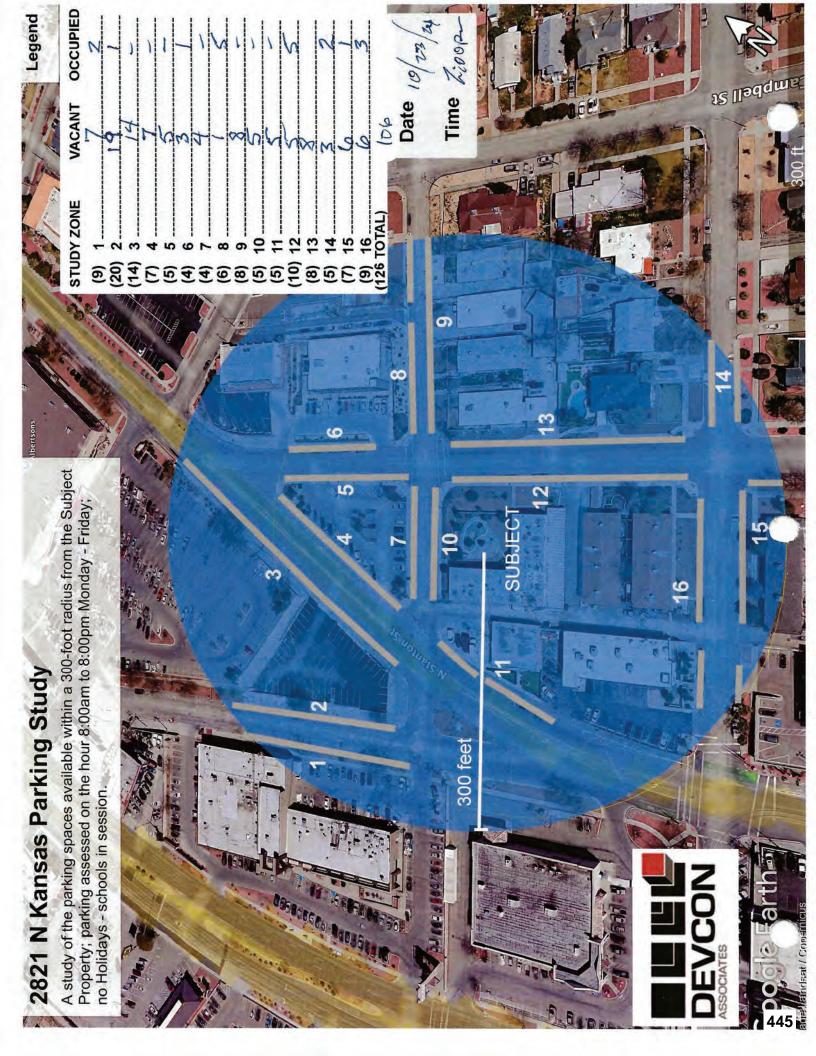


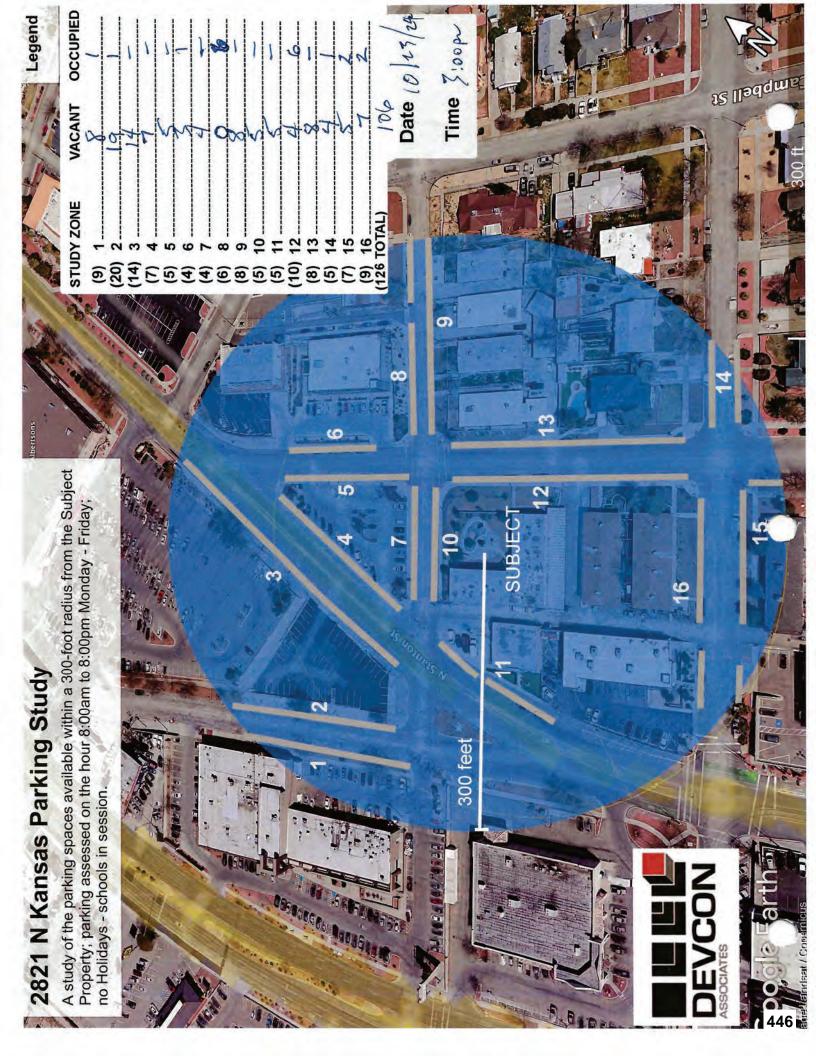


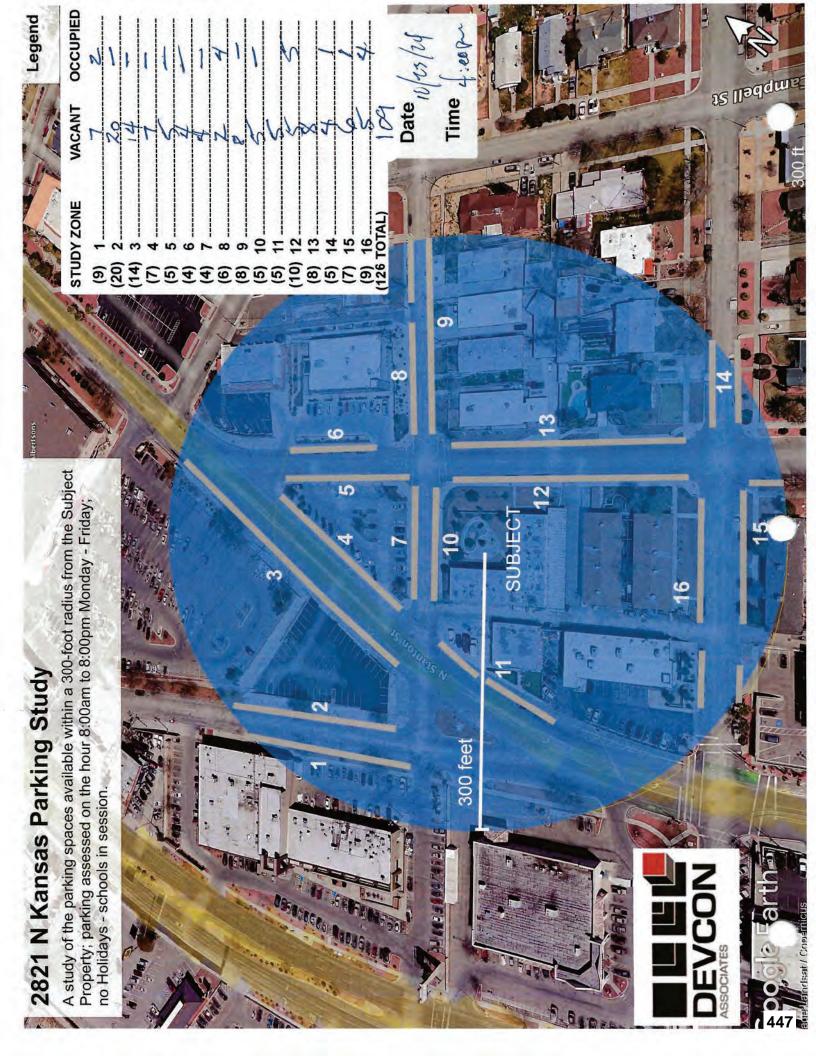


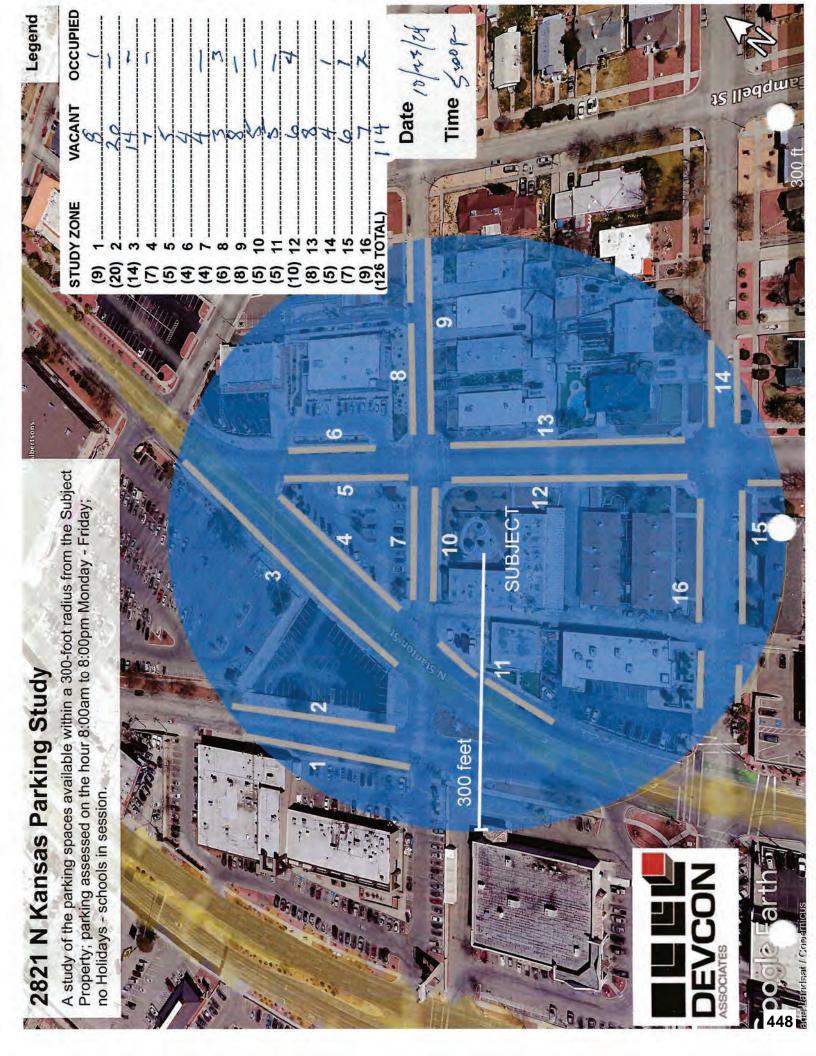


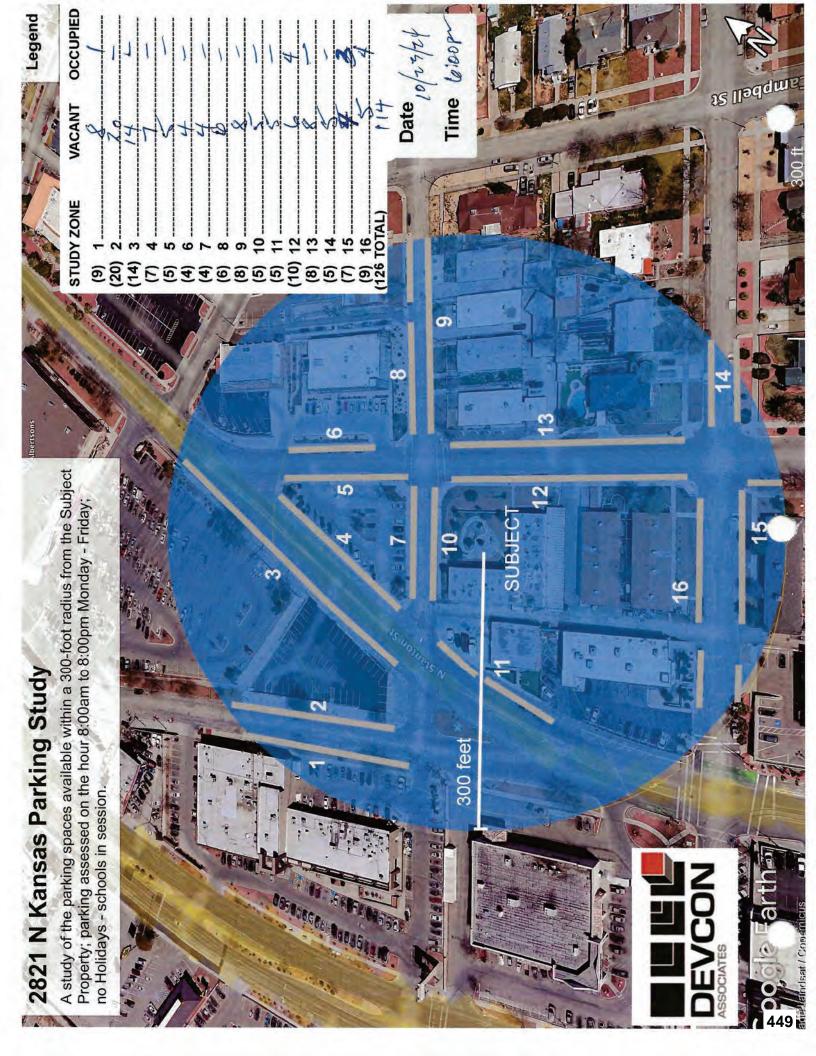


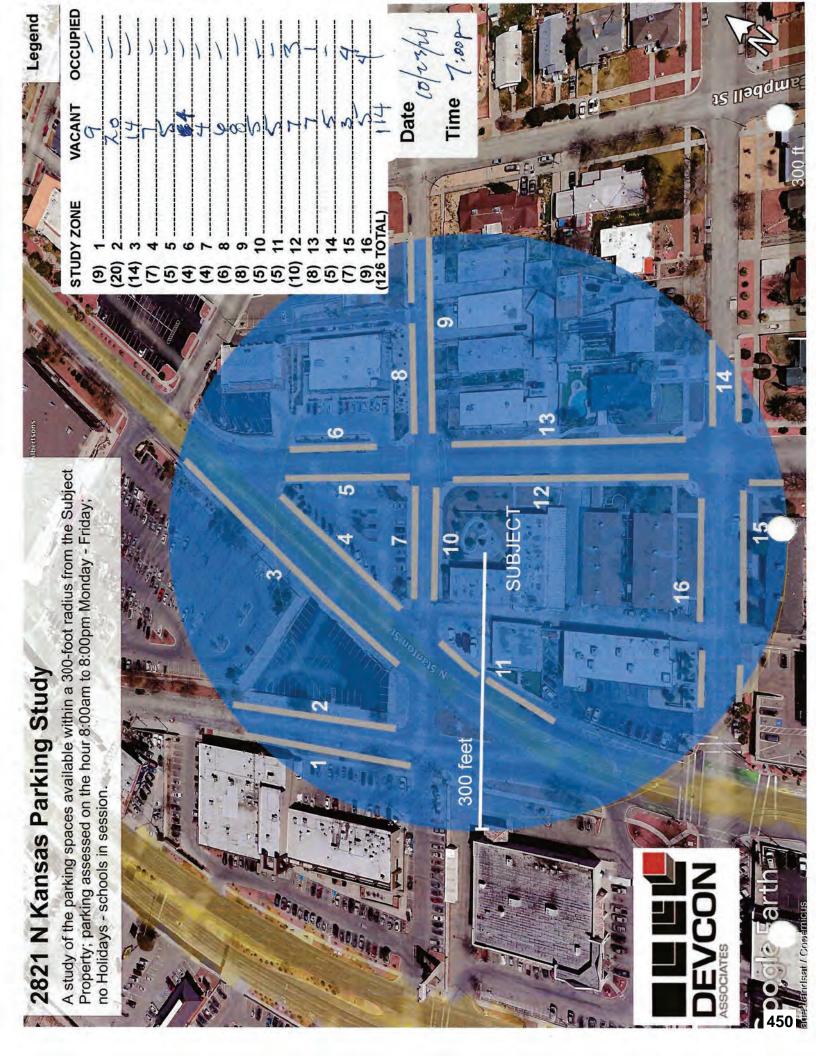


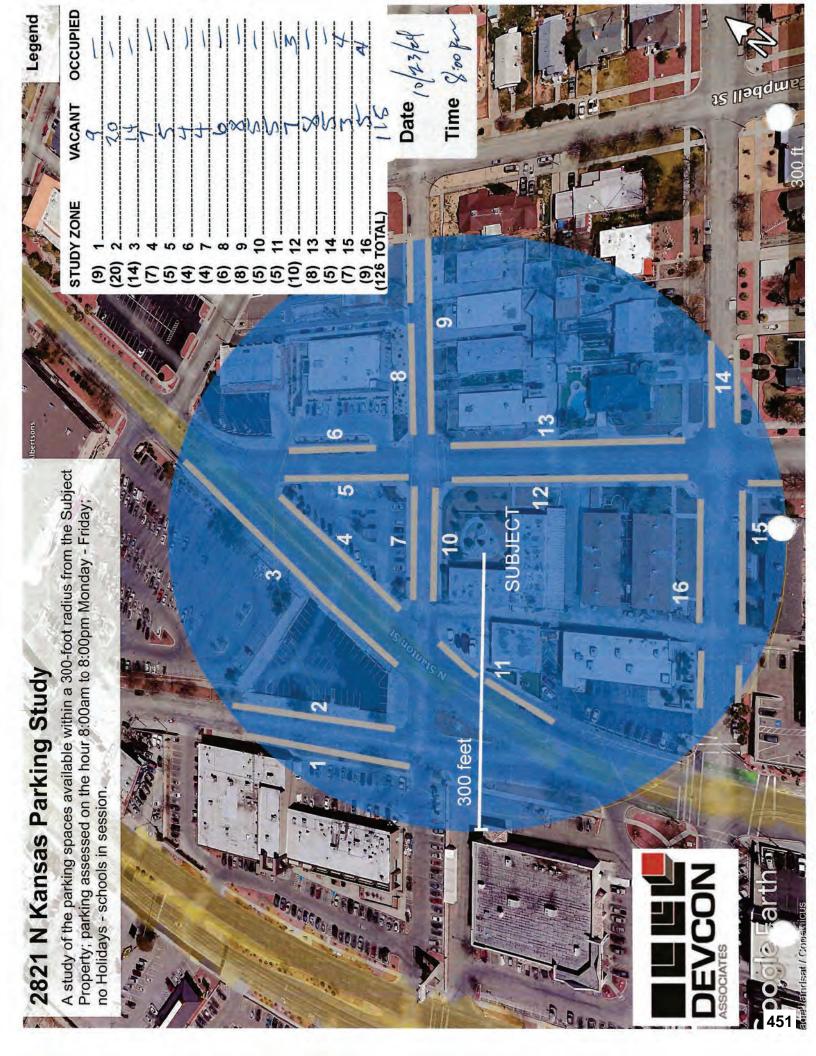


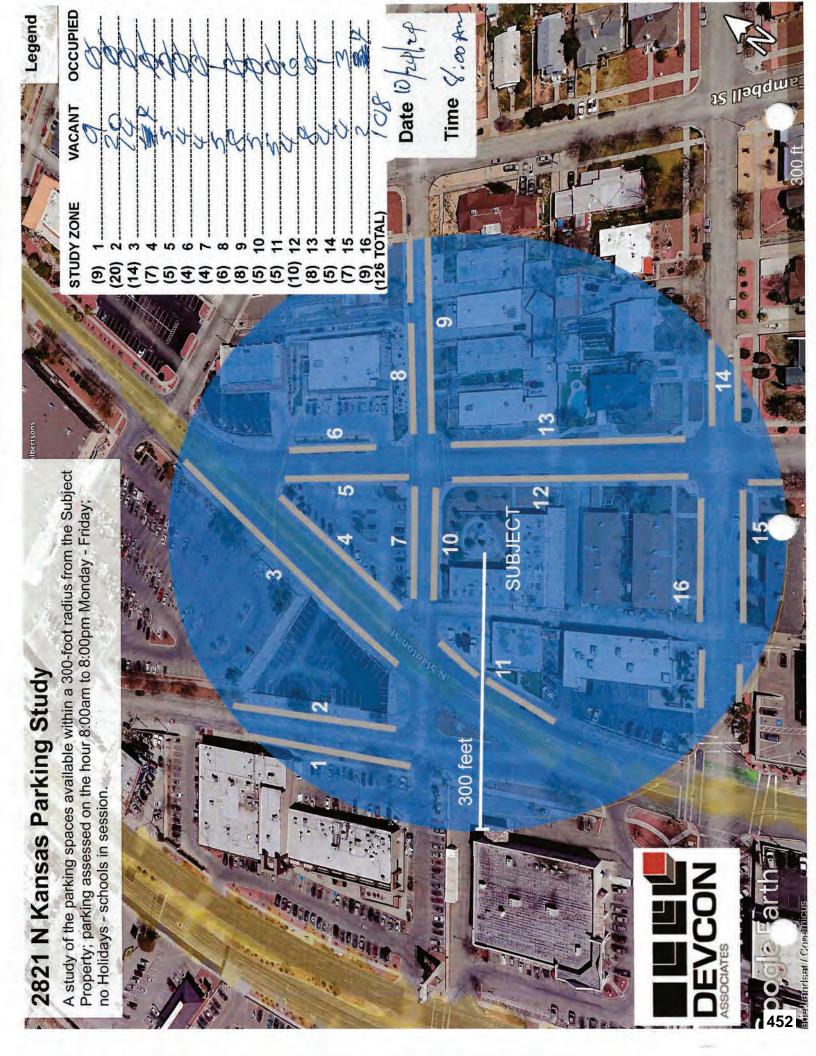


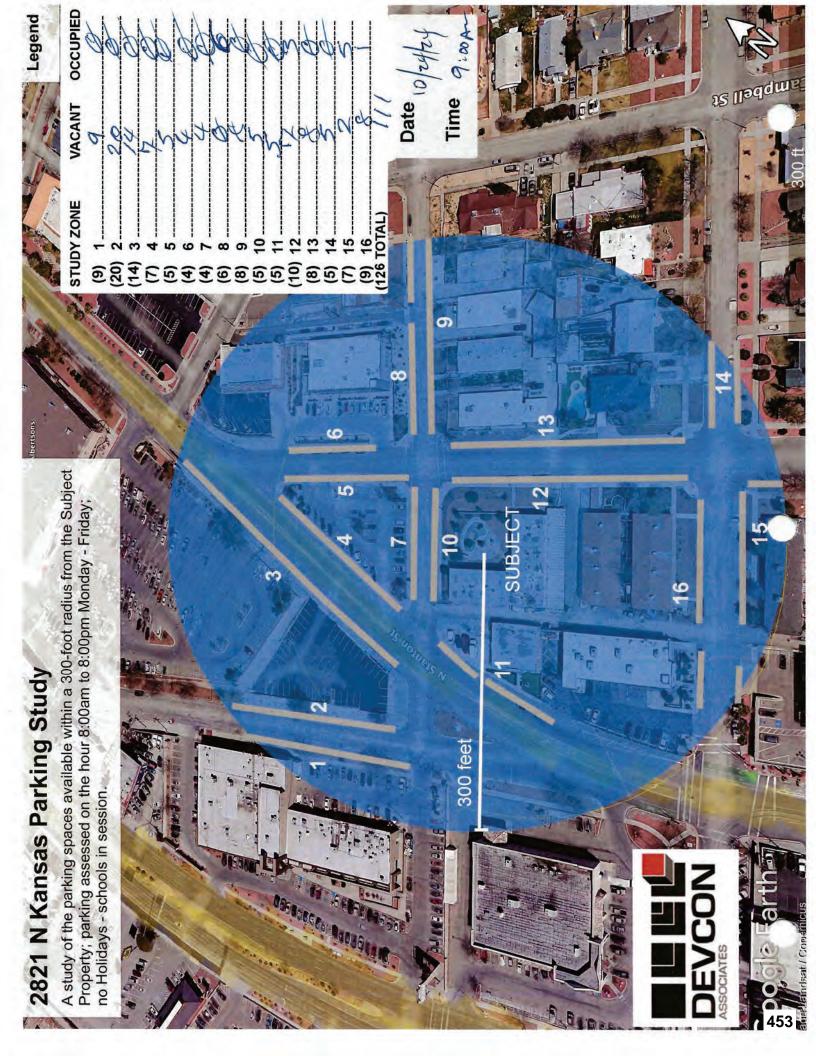


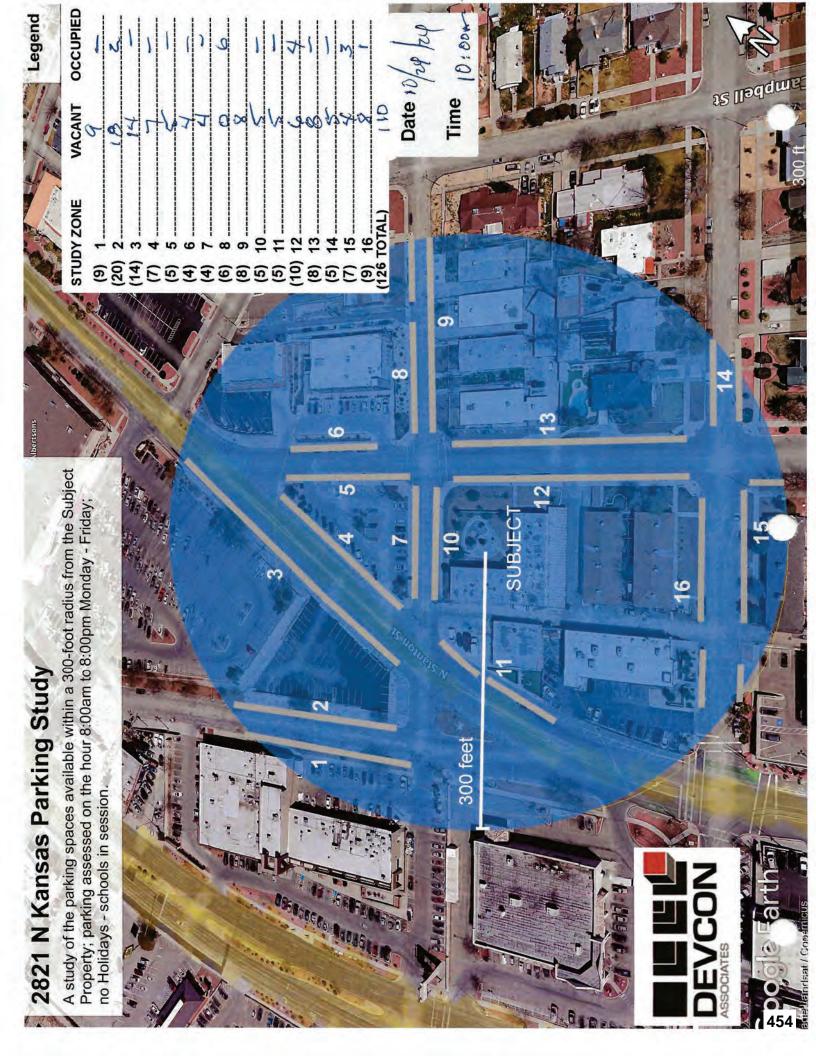


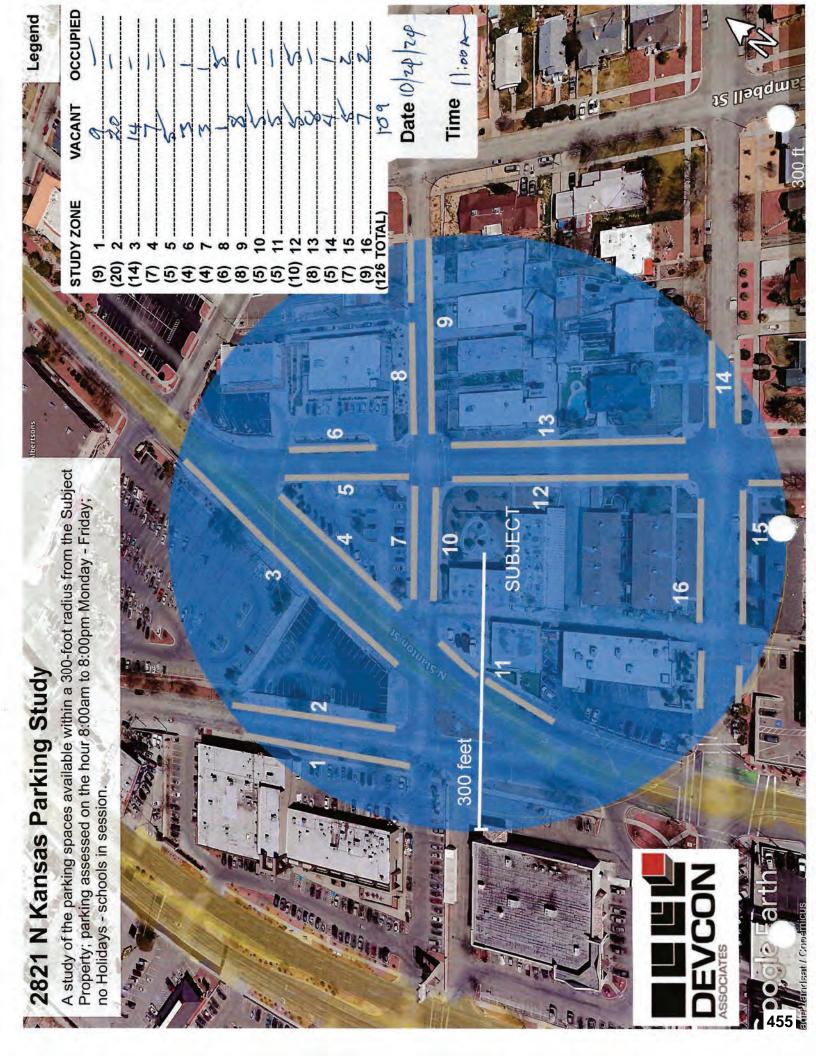


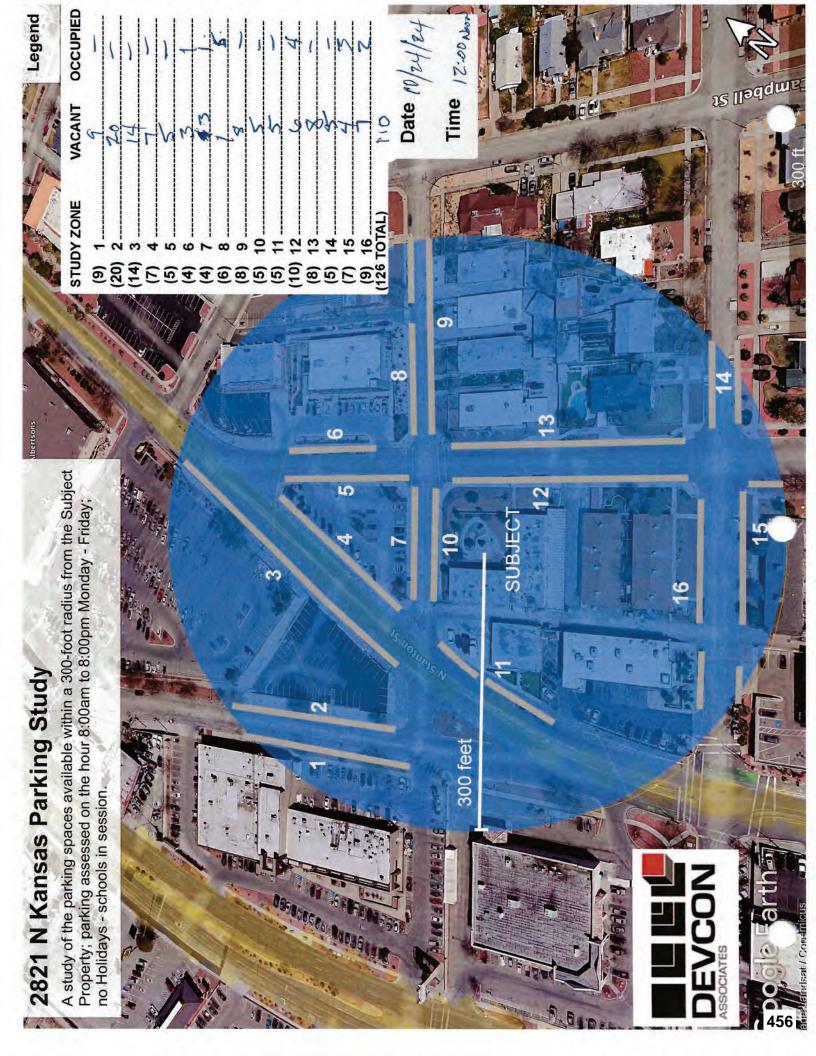


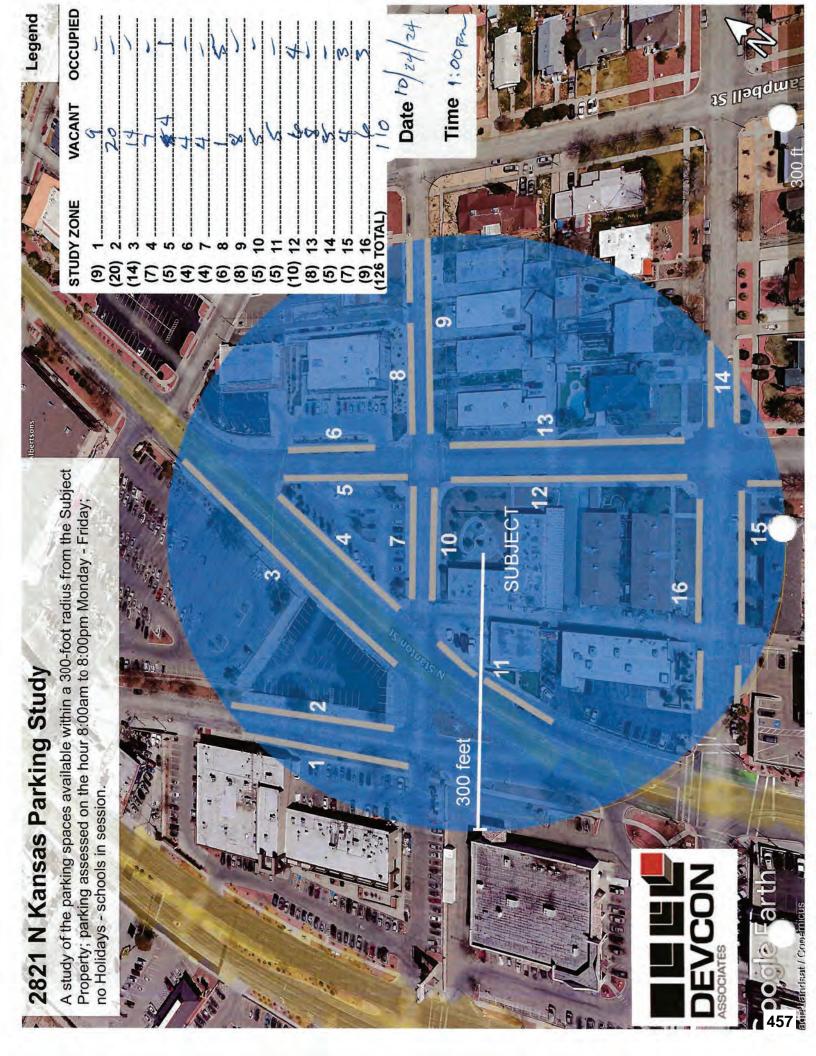


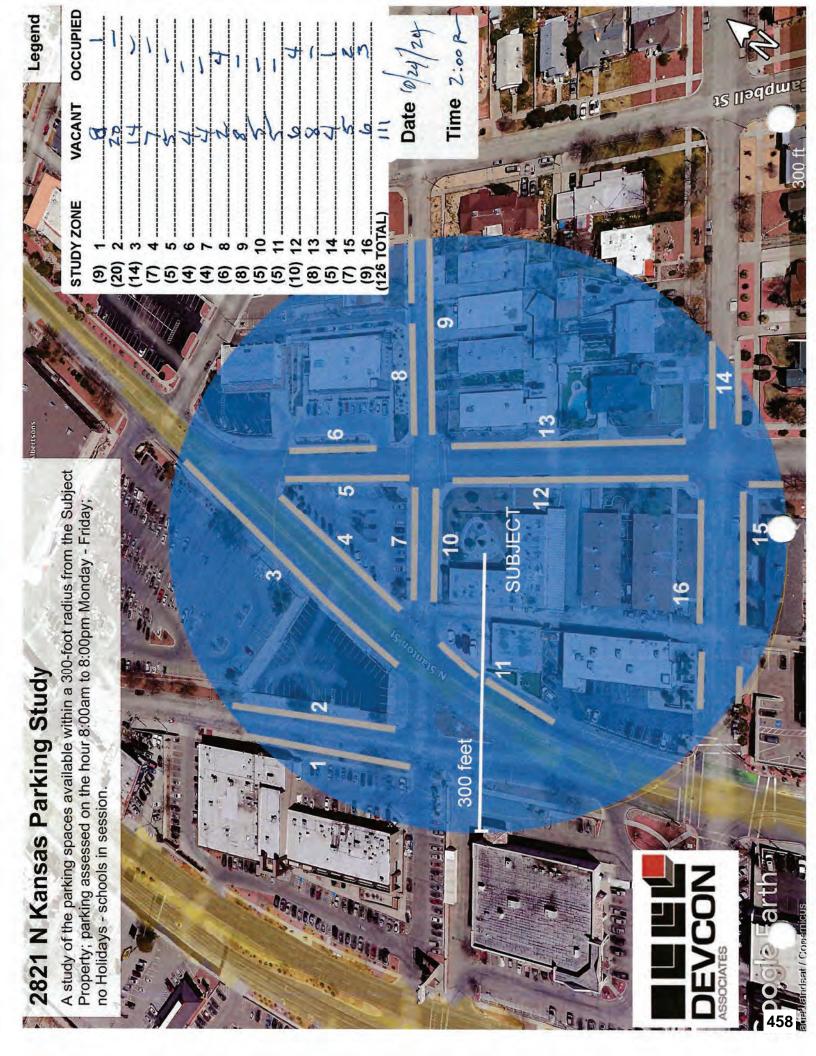


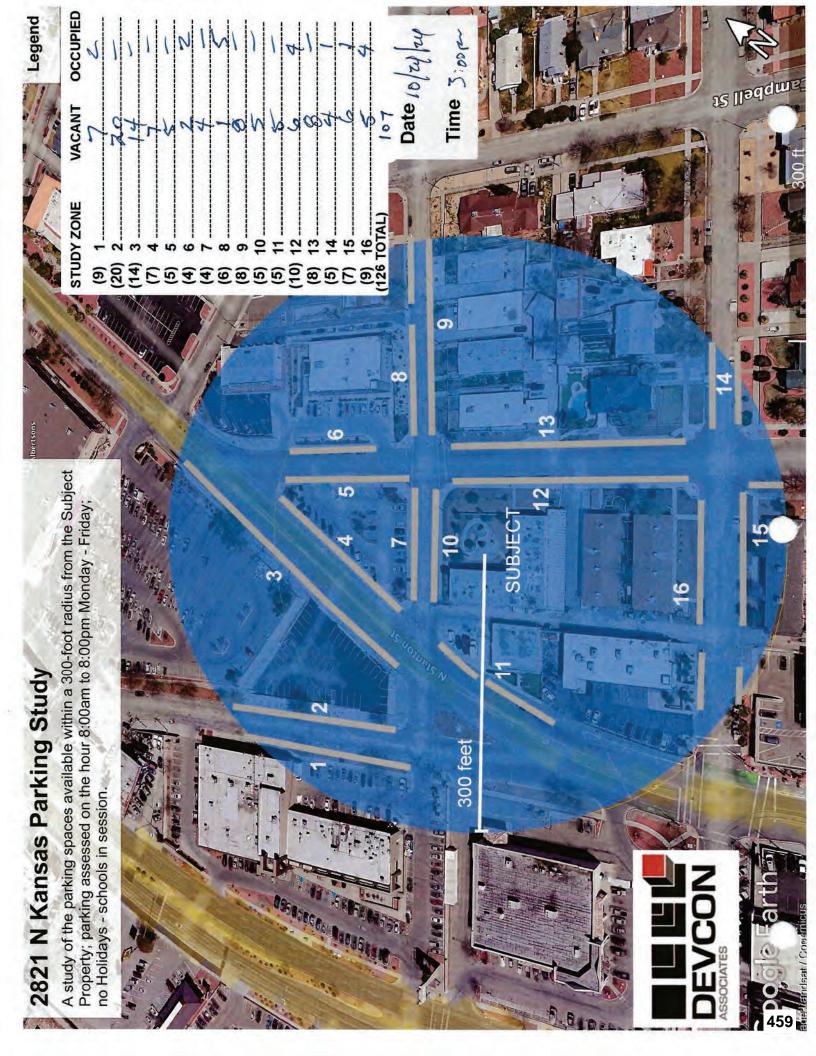


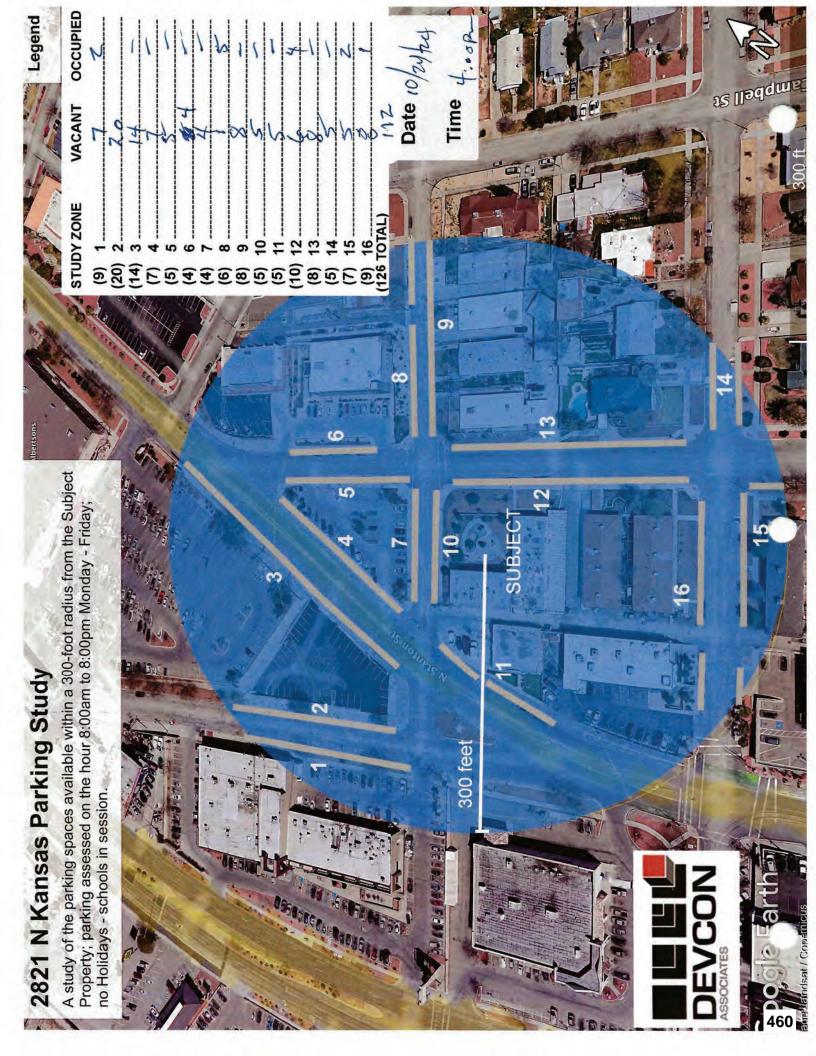


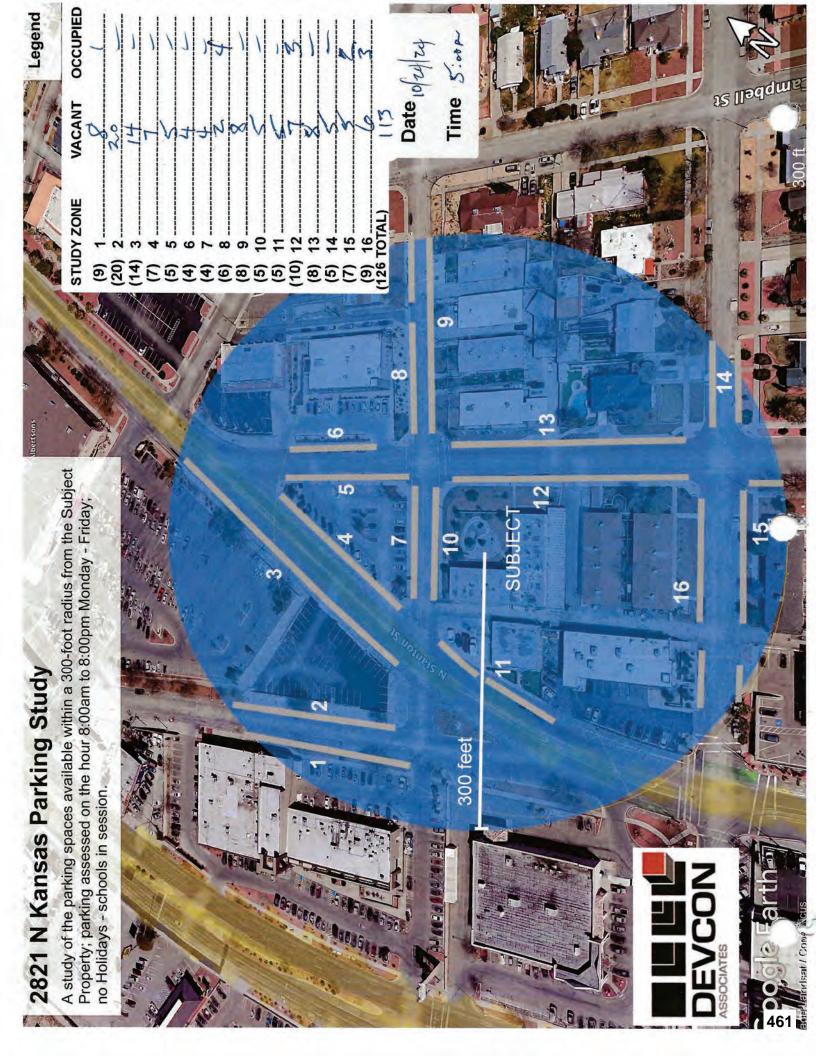


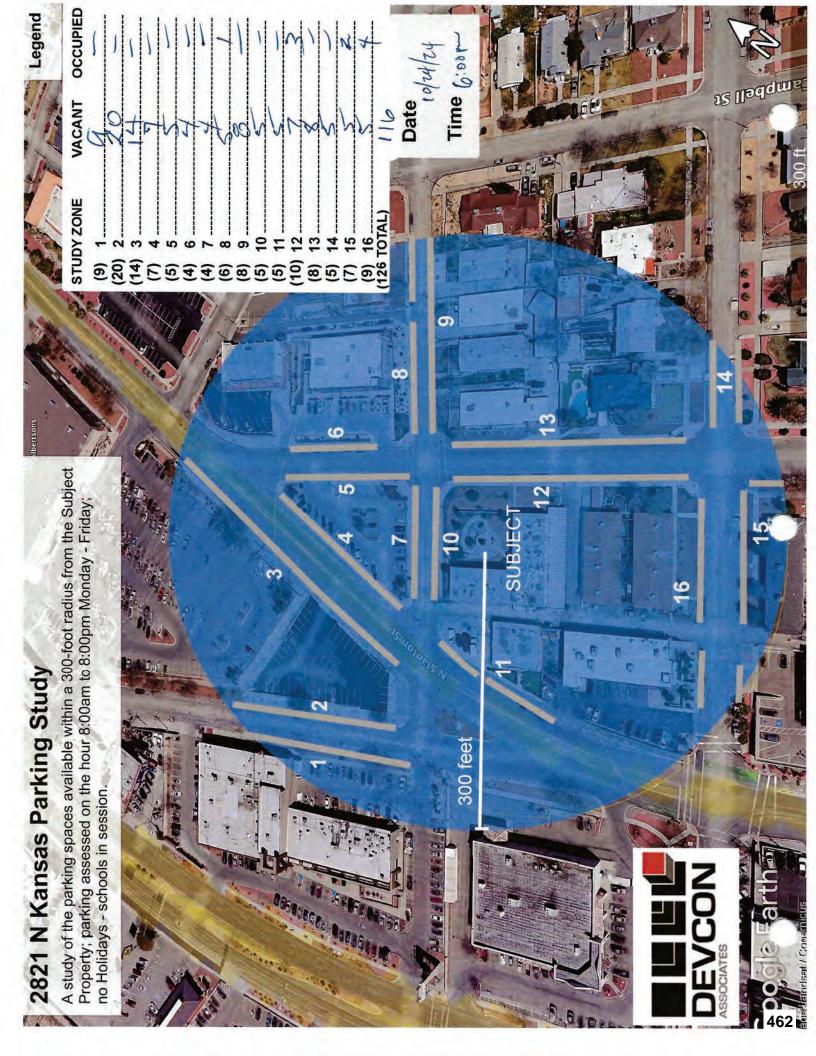


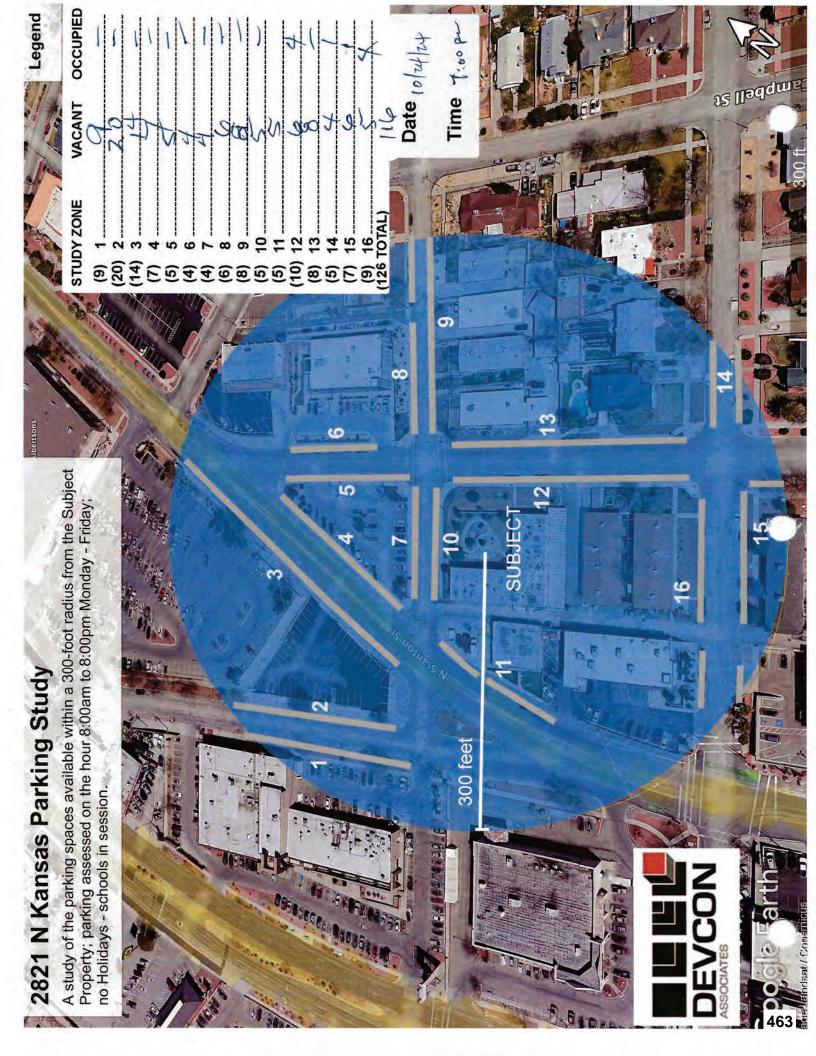


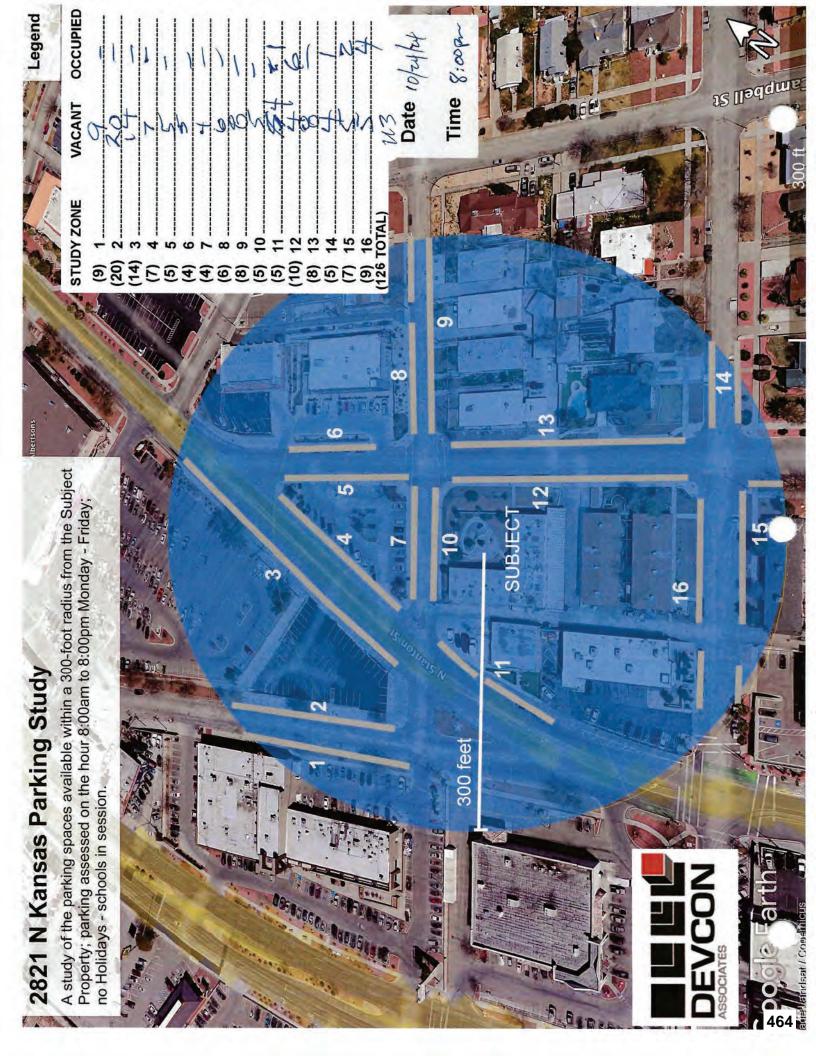


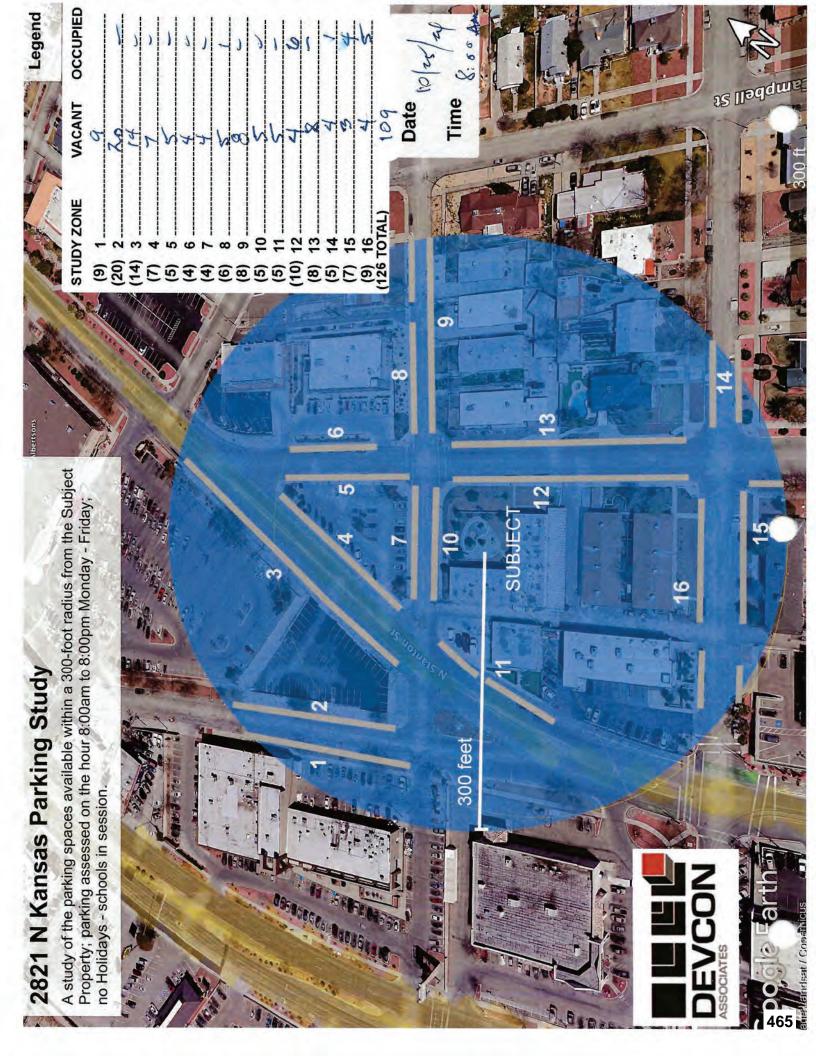


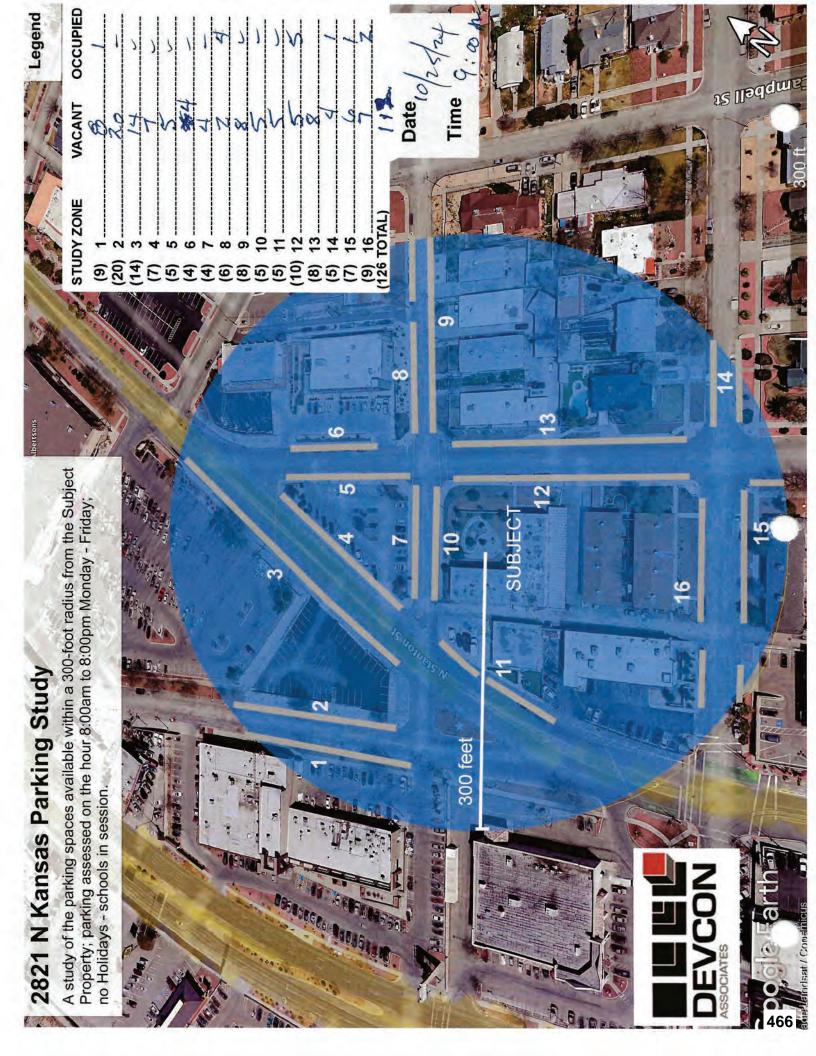


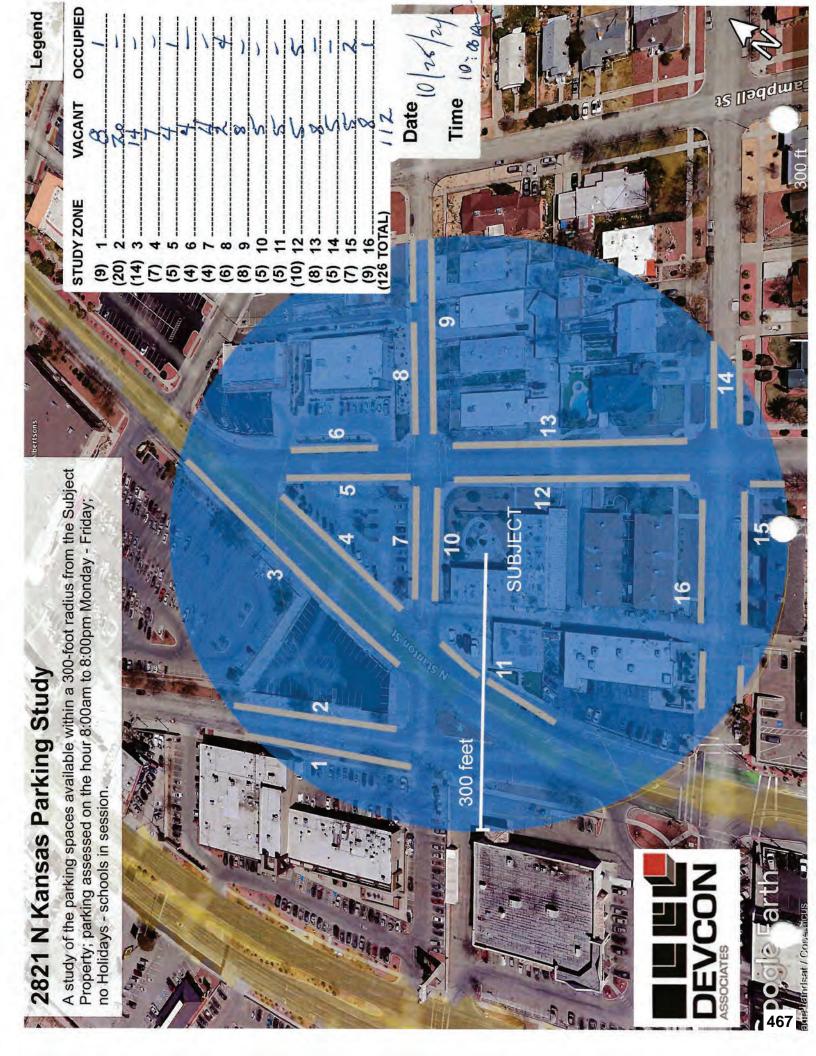


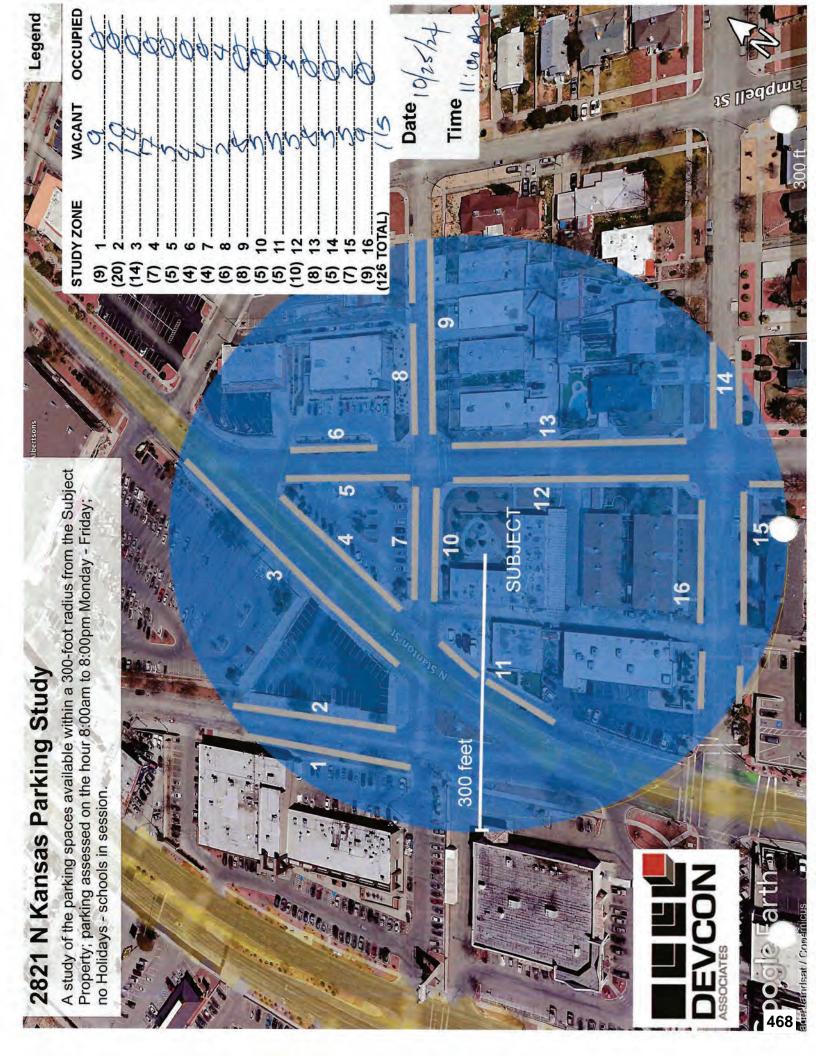


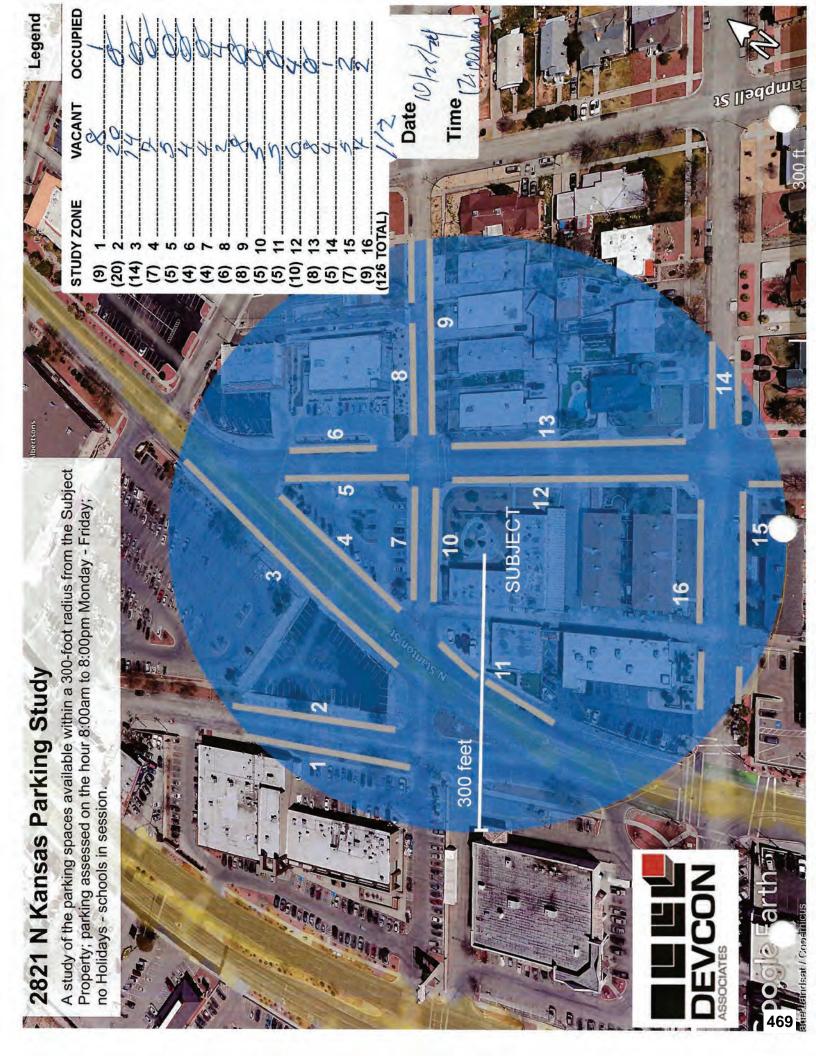


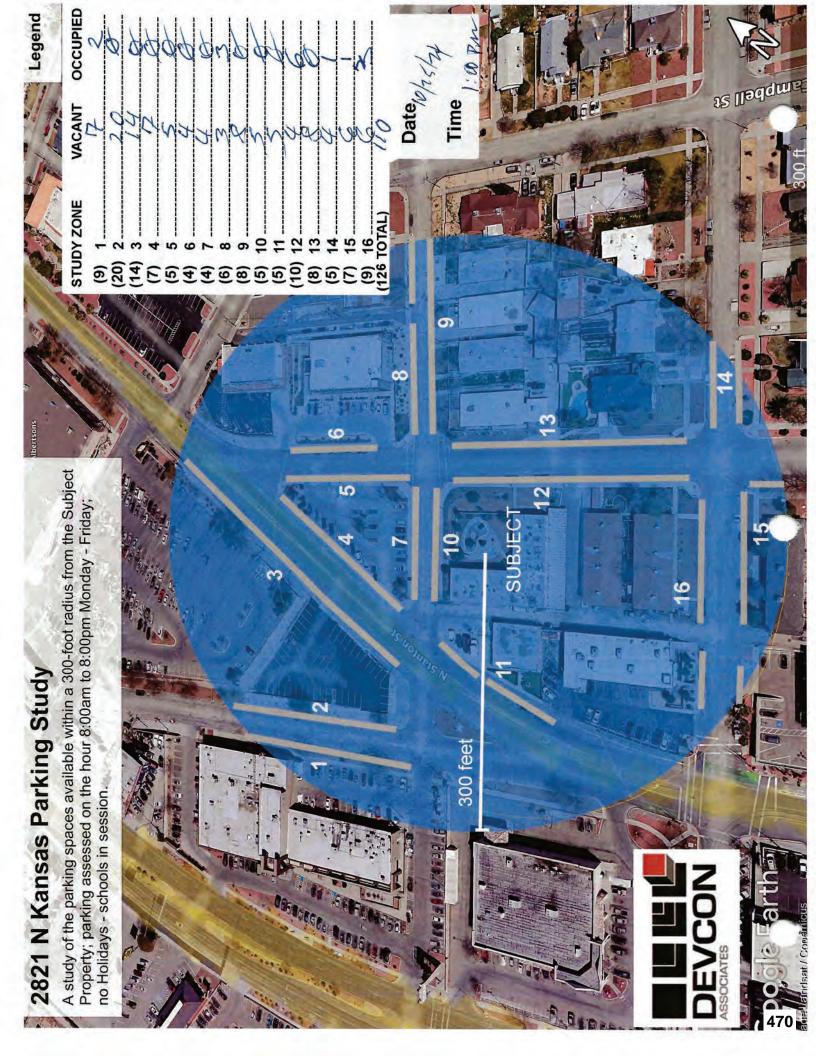


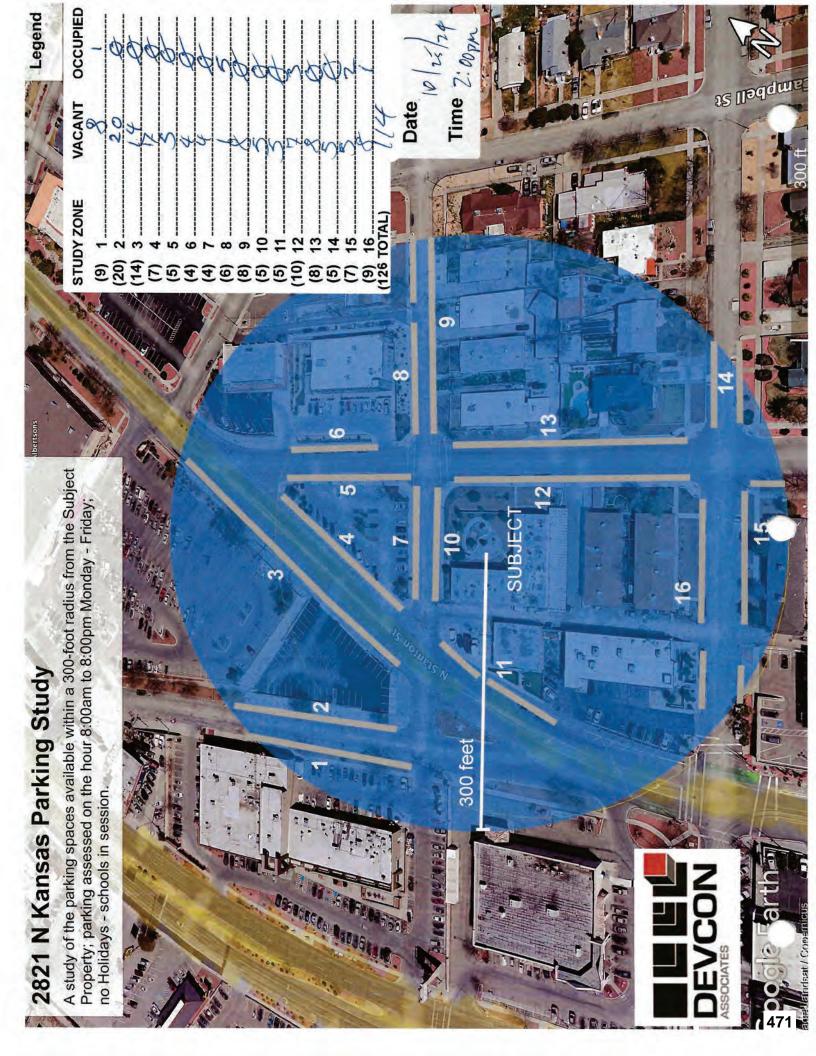


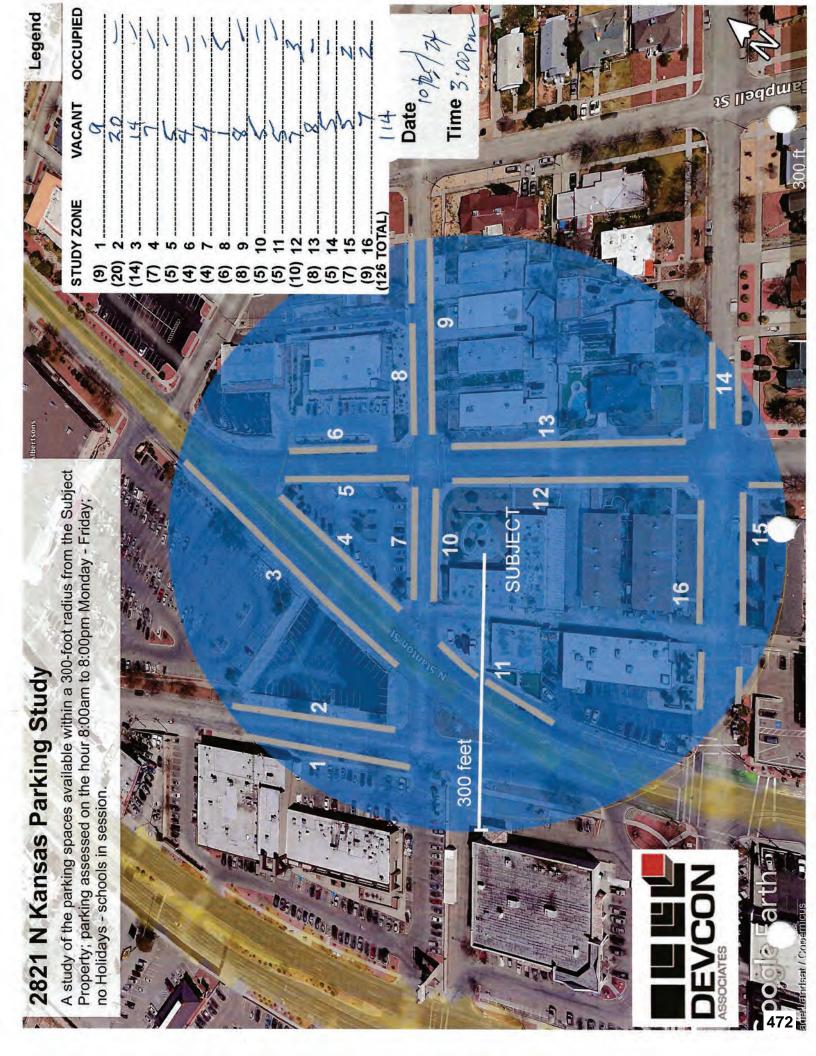


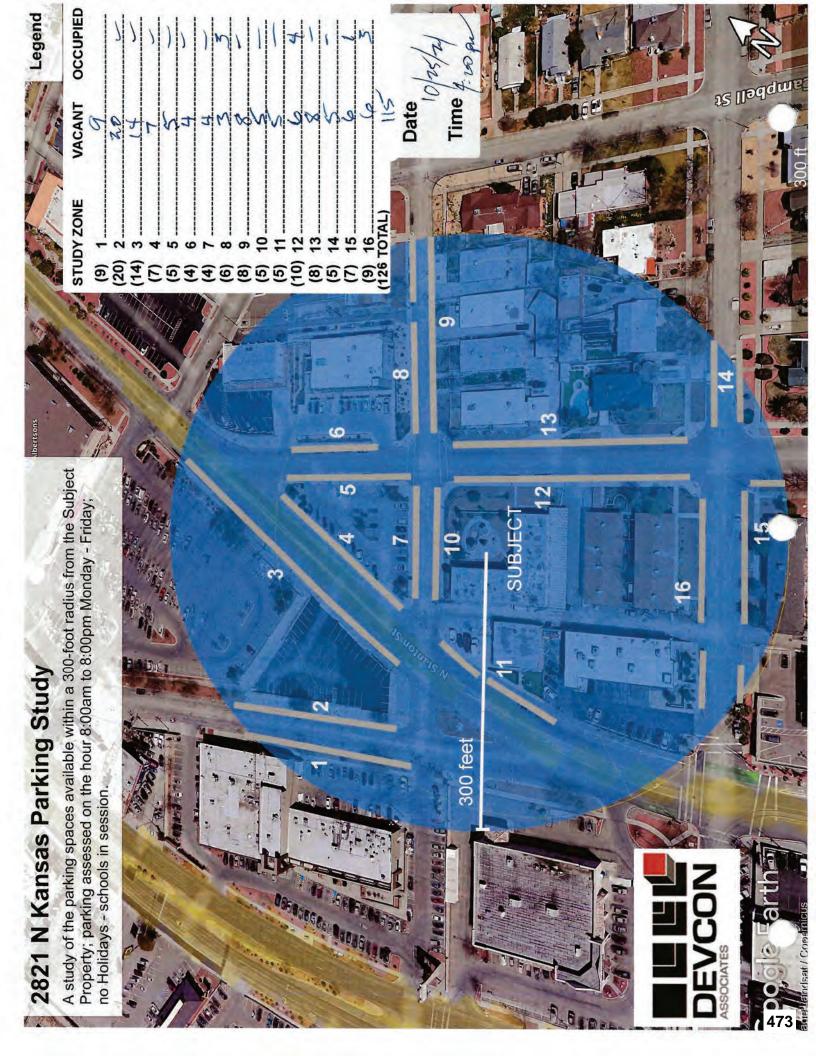


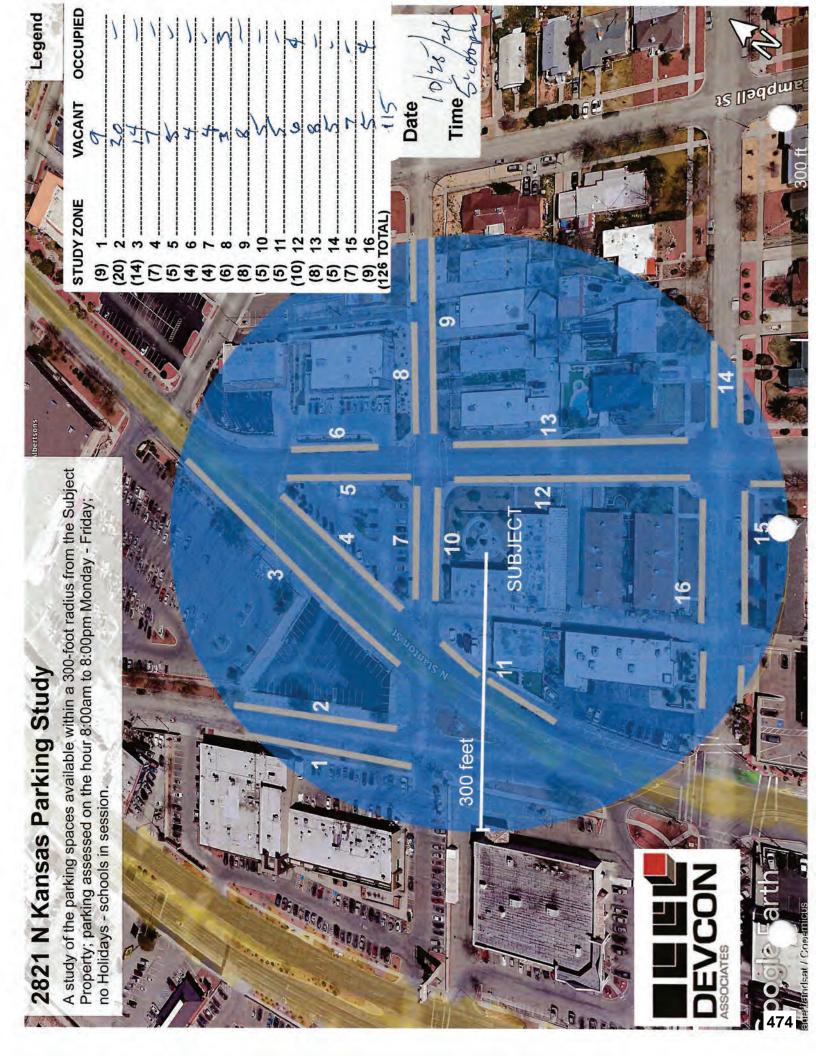


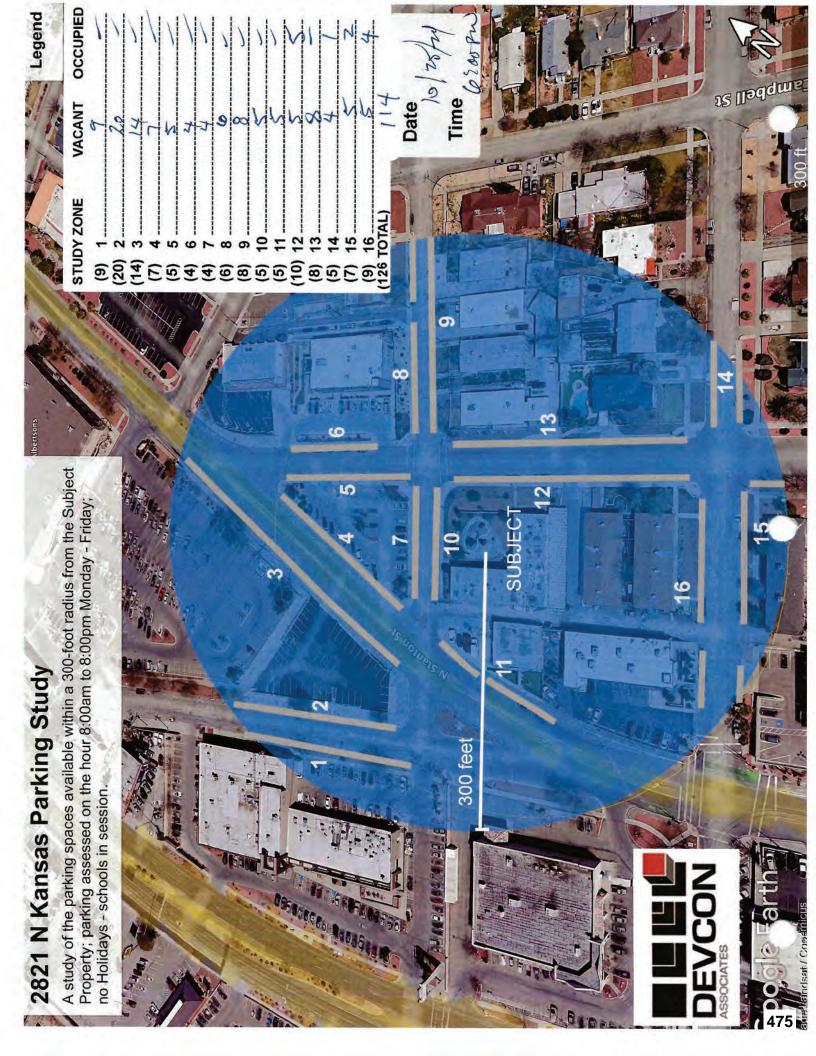


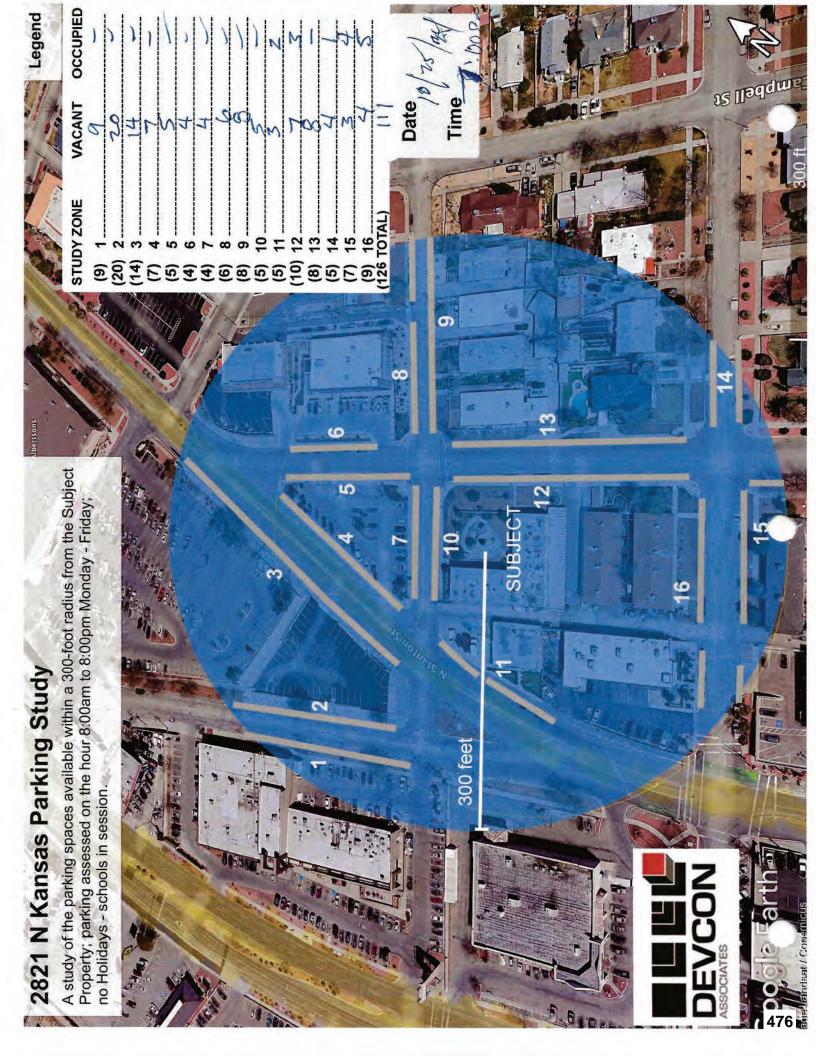


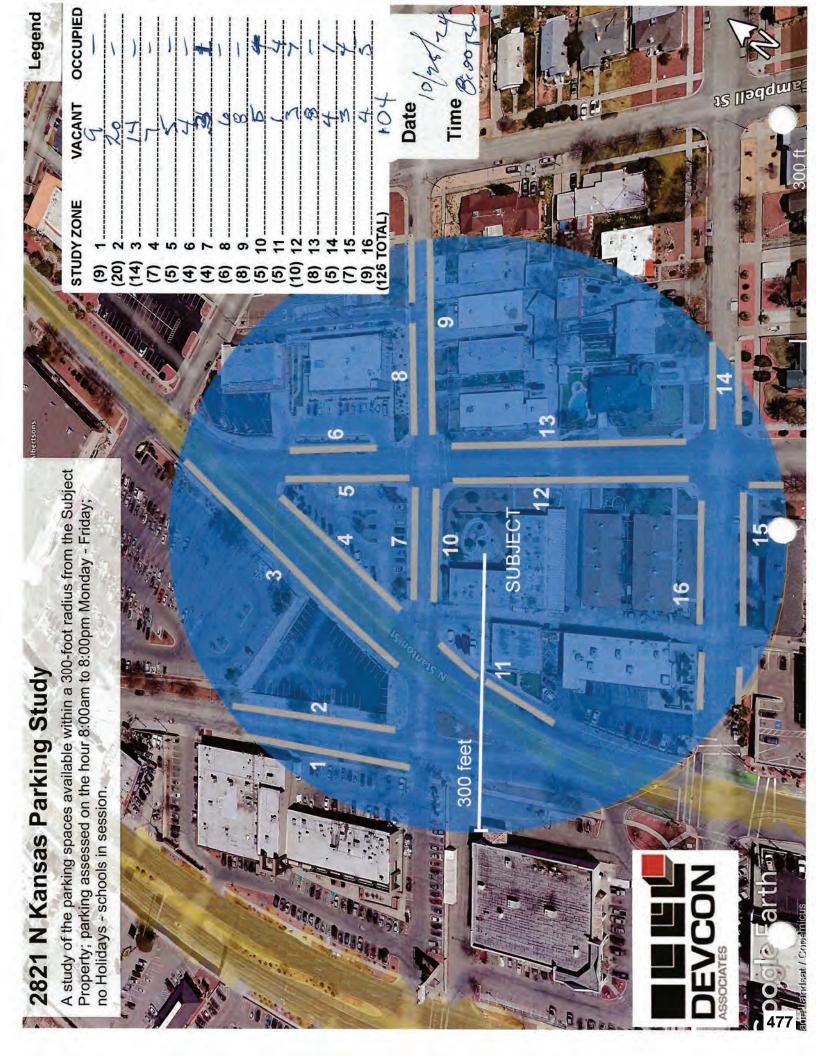












### **Planning and Inspections Department - Planning Division**

Recommend approval.

- 1. Provide dimensions for dumpster enclosure prior to scheduling item for City Council.
- 2. Show stormwater drainage flow direction.

### Planning and Inspections Department – Plan Review & Landscaping Division

No comments received.

### Planning and Inspections Department – Land Development

1. Show proposed drainage flow patterns on the site plan and identify the discharge and/or storage location(s) for all storm-water runoff within the subdivision proposed ponds.

### Fire Department

No comments received.

### Police Department

No comments received.

### **Environment Services**

Clarify: How will the additional refuse be serviced?

Note: Comment addressed.

### **Streets and Maintenance Department**

### **Traffic & Transportation Engineering**

- 1. PZRZ24-00034 No TIA is required.
- 2. PZST24-00017 Parking study waiver approved

### Street Lights

Street Lights Department does not object to these requests.

For the development of a subdivision a complete set of plans shall be submitted to Street Lights Department for review showing the minimum requirements for street illumination proposals\*\*. The submission shall contain but shall not necessarily be limited to plans indicating the location on the premises of all lighting fixtures, both proposed and existing on the site\*\*\*. The description of all lighting fixtures, both proposed and existing. Photometric data. Plans shall show street illumination design and details. El Paso city code is applicable to this process, Street Design Manual (SDM)\* and any other applicable standards or requirements of the city.

Street Lights Department requires that a project that involves a roadway is to be evaluated for lighting requirements based on the City of El Paso Street Design Manual (SDM) and the Design Standards for Construction (DSC) according to City of El Paso Codes (cited below). While developing a project or construction area the existing street illumination system shall be protected and preserved. Complete survey for street illumination system shall be shown on plans. Any change on existing street illumination systems shall be coordinated with Street Lights Department.

City of El Paso Codes to be followed: \*Title 19 - 19.16.010 - Streetlighting. \*\*18.18.190 – Submission contents.

\*\*\* 19.02.040 Criteria for approval.

### **Contract Management**

- 1. Follow DSC and City of El Paso Municipal Codes as applicable for all proposed and improvements on the project within city ROW.
- 2. Incorporate if existing concrete will remain undisturbed.
- 3. Incorporate if ramps will remain undisturbed
- 4. Incorporate a legend for all hatching lines and items included in the plan.
- 5. Incorporate a location map.
- 6. Incorporate general notes and utilities notes.
- 7. Incorporate a topography information.
- 8. Incorporate legal description
- 9. Incorporate utility plan and drainage and grading plans.
- 10. Incorporate detail information for all proposed items within City ROW.

### Signals

No comments.

### Sun Metro

Does not affect Sun Metro operations or services

### El Paso Water

EPWater-PSB does not object to this request.

### Water:

There is an existing 6-inch diameter water main that extends along Kansas Street located approximately 20-feet west of the east right of way line. This main is available for service.

Previous water pressure reading from fire hydrant #00432, located on the corner of N. Campbell Street and Mississippi Avenue, has yielded a static pressure of 90 (psi), a residual pressure of 82 (psi), and a discharge of 530 (gpm). The owner should, for his own protection and at his own expense, install at the discharge side of each water meter a pressure regulator, strainer and relief valve, to be set for pressure as desired by the customer. The Lot owner shall be responsible for the operation and maintenance of the above-described water pressure regulating device.

EPWater records indicate an active 1-inch water meter serving the subject property. The service address for this meter is 2824 N Kansas Street.

### Sanitary Sewer:

There is an existing 8-inch diameter sanitary sewer main that extends along Kansas Street located approximately 50-feet east of the property. This main is available for service.

There is an existing 18-inch diameter sanitary sewer main that extends along Mississippi Avenue Street. No direct service connections are allowed to this main as per the El Paso Water – Public Service Board (EPWater-PSB) Rules and Regulations.

There is an existing 8-inch diameter sanitary sewer main that extends in the alley between Mississippi Avenue and Baltimore Road located approximately 9-feet west of the property. This main is available for service.

### General:

EPWater-PSB requires a new service application to provide service to the property. New service applications are available at 1154 Hawkins, 3rd floor and should be made 6 to 8 weeks in advance of construction to ensure water for construction work. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in

accordance with the current EPWater-PSB Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

### Stormwater:

EPWater-SW recommends using principles of low impact development (such as recessed landscaping, rainwater harvesting, and porous pavement) to reduce the amount of developed stormwater runoff.

### **Texas Department of Transportation**

No comments received.

### El Paso County Water Improvement District

Not within the boundaries of EPCWID #1.

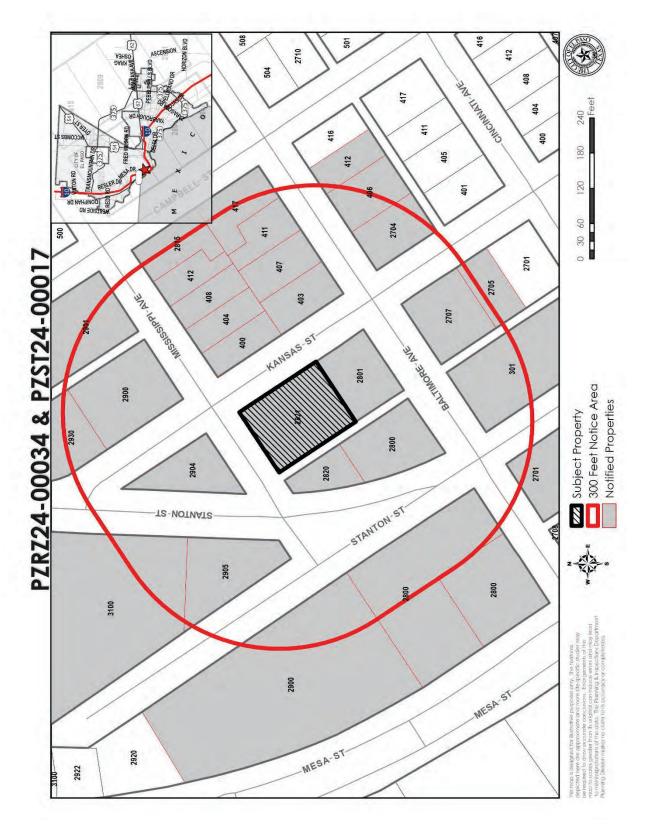
### Texas One Gas

In reference to PZRZ24-00034 and PZST24-00017 - 2821/2824 N Kansas St, Texas Gas Service has an active service at 2821 N Kansas St (see the image below as reference):

11

### El Paso 911 District

The 911 District has no comments or concerns regarding this zoning.



## DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2. Chapter 2.92, Section 2.92,080

### Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.** 

### **Definitions:**

- "Contribution" A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
- "Contributor" A person making a contribution, including the contributor's spouse.
- "Donation" Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.

# "Donor" An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.

"Benefiting" Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

**Instructions:** Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of \$500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

### Contributor / Donor Information:

Full Name	Gavier " lay" Keyes	
Business Name	Reyesbelt Shoup, 12C	-
Agenda Item Type	PezowiNG - ZBZIN. KANSAS 70% Parking	
Relevant Department	PLANINKO	_



Legislation Text

## File #: 25-642, Version: 1

## CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

## DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below. No Title's, No emails. Please use ARIAL 10 Font.

### District 1

Planning and Inspections, Philip F. Etiwe, (915) 212-1553 Planning and Inspections, Jose Beltran, (915) 212-1607

### AGENDA LANGUAGE:

*This is the language that will be posted to the agenda. Please use ARIAL 11 Font.* 

An Ordinance changing the zoning of Lot 29, Block 24, Enchanted Hills Unit Five, 7600 Hunter Foster Drive, City of El Paso, El Paso County, Texas from R-5/c (Residential/conditions) to C-1/c (Commercial/conditions) and R-5 (Residential) to C-1 (Commercial), and imposing conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

The proposed rezoning meets the intent of the Future Land Use designation for the property and is in accordance with Plan El Paso, the City's Comprehensive Plan.

Subject Property: 7600 Hunter Foster Dr. Applicant: EP Transmountain Residential LLC, PZRZ24-00018

### CITY OF EL PASO, TEXAS AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM

DEPARTMENT:

AGENDA DATE:

PUBLIC HEARING DATE:

CONTACT PERSON NAME:

PHONE NUMBER:

2nd CONTACT PERSON NAME:

PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBGOAL:

SUBJECT:

**BACKGROUND / DISCUSSION:** 

### **COMMUNITY AND STAKEHOLDER OUTREACH:**

**PRIOR COUNCIL ACTION:** 

AMOUNT AND SOURCE OF FUNDING:

### **REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

NAME	AMOUNT (\$)

### 

**DEPARTMENT HEAD:** 

Kevin Smith

for Philip Etiwe

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

**487** Clerk Dept. Rev.3.2025011-

### ORDINANCE NO.

#### AN ORDINANCE CHANGING THE ZONING OF LOT 29, BLOCK 24, ENCHANTED HILLS UNIT FIVE, 7600 HUNTER FOSTER DRIVE, CITY OF EL PASO, EL (RESIDENTIAL/CONDITIONS) PASO COUNTY, TEXAS FROM **R-5/C** TO C-1/C (COMMERCIAL/CONDITIONS) AND **R-5** (RESIDENTIAL) TO **C-1** (COMMERCIAL), AND IMPOSING CONDITIONS. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

# NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

Pursuant to Section 20.04.360 of the El Paso City Code, that the zoning of Lot 29, Block 24, Enchanted Hills Unit Five, 7600 Hunter Foster Drive, located in the City of El Paso, El Paso County, Texas, be changed from **R-5/c** (Residential/conditions) to C-1/c (Commercial/conditions) and **R-5** (Residential) to C-1 (Commercial), as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

Further, that the property described above be subject to the following conditions which are necessitated by and attributable to the increased intensity generated by the change of zoning in order to protect the health, safety and welfare of the residents of the City:

- 1. That a minimum 500-foot distance be required between any establishments meeting both of the following criteria:
  - a. Establishment deriving 51% or more of their income from the sale of alcoholic beverages for on-premise consumption; and
  - b. Providing outdoor amplified sound.

The penalties for violating the standards imposed through this rezoning ordinance are found in Section 20.24 of the El Paso City Code.

**ADOPTED** this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2025.

THE CITY OF EL PASO

**ATTEST:** 

**Renard U. Johnson** Mayor

Laura D. Prine City Clerk

**APPROVED AS TO FORM:** 

### **APPROVED AS TO CONTENT:**

Leuns Limtrich

Jesus A. Quintanilla Assistant City Attorney

Kevin Smith for\_\_\_\_\_

**Philip F. Etiwe, Director** Planning & Inspections Department

## 7600 Hunter Foster

City Plan Commission — February 13, 2025 REVISED

CASE NUMBER: CASE MANAGER:	<b>PZRZ24-00018</b> Jose Beltran, (915) 212-1607, <u>BeltranJV@elpasotexas.gov</u>	
PROPERTY OWNER:	EP Transmountain Residential, LLC	
REPRESENTATIVE:	Conde, Inc.	
LOCATION:	7600 Hunter Foster Dr. (District 1)	
PROPERTY AREA:	10.00 acres	
REQUEST:	Rezone from R-5/c (Residential/conditions) to <mark>C-1</mark> /c (Commercial/conditions) and R-5 (Residential) to <mark>C-1</mark> (Commercial)	
RELATED APPLICATIONS:	ELATED APPLICATIONS: None	
PUBLIC INPUT:	Received <mark>two (2) letters via email in opposition</mark> , one (1) phone call	
	in opposition and one (1) phone call of inquiry as of <mark>February 12,</mark> <mark>2025</mark>	

**SUMMARY OF REQUEST:** The applicant is requesting to rezone the subject property from R-5/c (Commercial/condition) to C-1/c (Commercial/condition) and R-5 (Residential) to C-1 (Commercial) for a proposed retail use.

**SUMMARY OF STAFF'S RECOMMENDATION:** Staff recommends **APPROVAL WITH A CONDITION** of the rezoning request as the proposed rezoning is in keeping with the policies of the G-4, Suburban (Walkable) Land Use designation of *Plan El Paso*, the City's adopted Comprehensive Plan. The condition is the following:

- 1. That a minimum 500-foot distance be required between any establishments meeting both of the following criteria:
  - a. Establishment deriving 51% or more of their income from the sale of alcoholic beverages for onpremise consumption; and
  - b. Providing outdoor amplified sound.

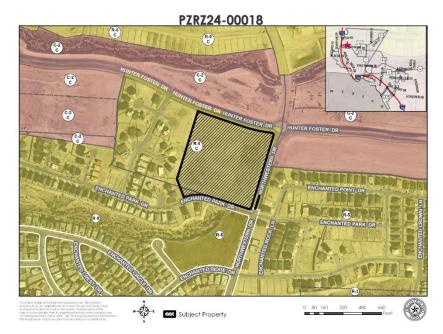


Figure A. Subject Property & Immediate Surroundings

**DESCRIPTION OF REQUEST:** The applicant is requesting to rezone the subject property from R-5/c (Residential/conditions) to C-1/c (Commercial/conditions) and R-5 (Residential) to C-1 (Commercial) to allow for proposed retail use. The property is 10.00 acres in size. The conceptual site plan shows four (4) proposed buildings. Access to the property is proposed from Hunter Foster Drive and Northwestern Drive.

**PREVIOUS CASE HISTORY:** Ordinance No. 19286 (attachment 4) approved by City Council on February 1, 2022, rezoned the subject property (Parcel I) from R-MU (Residential Mixed Use) to R-5 (Residential) with the following applicable condition:

4. That prior to the issuance of certificates of occupancy for Parcel 1, 2, and 3, the rezonings for the properties identified as "future commercial" on Exhibit B be submitted and processed by the City.

Note: Condition 4 has already been satisfied with rezoning case PZRZ22-00009 approved by City Council on August 2, 2022.

**COMPATIBILITY WITH NEIGHBORHOOD CHARACTER:** The proposed rezoning is consistent with the area and will match the current zoning districts for properties to the north along Hunter Foster Drive. Properties to the north across Hunter Foster Drive are zoned C-2/c (Commercial/conditions) and are vacant. Properties to the South across Enchanted Park Drive are zoned R-5 (Residential) are single family dwellings and a park. Properties to the east across Northwestern Drive are zoned C-2/c (Commercial/conditions) and R-5 (Residential) and include vacant lots and single-family dwellings. Properties to the west are zoned R-5/c (Residential/conditions) and are single-family homes and vacant lots. The nearest school is Jose. J. Alderete Middle School located 2.47 miles away and the nearest park is Enchanted Hills Park located 0.01 miles away.

COMPLIANCE WITH PLAN EL PASO/REZONING POLICY – When evaluating whether a				
proposed rezoning is in accordance with <i>Plan El Paso</i> , consider the following factors:				
Criteria	Does the Request Comply?			
<ul> <li>Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property:</li> <li><u>G-4, Suburban (Walkable</u>): This sector applies to modern single-use residential subdivisions and office parks, large schools and parks, and suburban shopping centers. This sector is generally stable but would benefit from strategic suburban retrofits to supplement the limited housing stock and add missing civic and commercial uses.</li> <li>Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site:</li> <li><u>C-1 (Commercial) District</u>: is to serve the needs of surrounding residential neighborhoods by providing compatible neighborhood convenience goods and services that serve day-to-day needs. The regulations of the districts will permit location of business and professional offices and retail category uses within adjacent residential areas of medium and high densities.</li> </ul>	Yes. The subject property and the proposed development meet the intent of the G-4, Suburban (Walkable) Future Land Use designation of <i>Plan El Paso</i> . The proposed zoning is compatible with the future land use designation. Yes. The proposed C-1 (Commercial) zoning district will complement the existing C-2 (Commercial) and R-5 (Residential) zoning districts in the immediate area.			

Preferred Development Locations: Located along an	Yes. The proposed C-1 (Commercial) zoning district will			
arterial (or greater street classification) or the	have access from Hunter Foster Drive and			
intersection of two collectors (or greater street	Northwestern Drive, which are classified as collectors			
classification). The site for proposed rezoning is not	in the City's Major Thoroughfare Plan (MTP). The			
located mid-block, resulting in it being the only	classifications of these roads are appropriate for the			
property on the block with an alternative zoning	proposed developments.			
district, density, use and/or land use.				
THE PROPOSED ZONING DISTRICT'S EFFECT ON TH	E PROPERTY AND SURROUNDING PROPERTY, AFTER			
EVALUATING THE FOLLOWING FACTORS:				
Historic District or Special Designations & Study Area	The property lies within the Hillside Development Area.			
Plans: Any historic district or other special designations	The Open Space Advisory Board (OSAB) recommended			
that may be applicable. Any adopted small areas plans,	approval of the rezoning at the meeting held on			
including land-use maps in those plans.	February 5, 2025.			
Potential Adverse Effects: Potential adverse effects	No adverse effects are anticipated by the rezoning of			
that might be caused by approval or denial of the	the subject property.			
requested rezoning.				
Natural Environment: Anticipated effects on the	The subject property lies within the Hillside			
natural environment.	Development Area. There are no anticipated effects on			
	the natural environment. Furthermore, the Open Space			
	Advisory Board (OSAB) recommended approval of the			
	rezoning at the meeting held on February 5, 2025.			
Stability: Whether the area is stable or in transition.	The area is in transition and is currently under			
	development. It is expected to be developed into a			
	residential and commercial area along Northwestern			
	Drive, Hunter Foster Drive, and Interstate 10.			
Socioeconomic & Physical Conditions: Any changed	None.			
social, economic, or physical conditions that make the				
existing zoning no longer suitable for the property.				

**ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE:** Access to the subject property is proposed from Northwestern Drive and Hunter Foster Drive which are designated as collector's in the City's Major Thoroughfare (MTP). The classification of these roads is suitable for the proposed development. Sidewalks are currently present abutting the subject property along Hunter Foster Drive but not along Northwestern Drive. There are currently no bus stops located within walking distance of the subject property.

**SUMMARY OF DEPARTMENTAL REVIEW COMMENTS:** No adverse comments from reviewing departments.

**PUBLIC COMMENT:** The subject property lies within the Enchanted Hills Neighborhood Association, which was notified of the rezoning request by the applicant. Public notices were sent to property owners within 300 feet on January 30, 2025. The original proposed request to rezone the subject property to C-3 (Commercial) for the proposed use of a supermarket received twenty-four (24) phone calls, of which seven (7) were in opposition and fourteen (14) were of inquiry. The request changed initially to rezone the subject property to C-2 (Commercial) for the proposed use of retail establishment, but has now been requested to rezone to C-1 (Commercial). As of February 12, 2025, the Planning Division has received two (2) letters via email in opposition, one (1) phone call in opposition and one (1) phone call of inquiry to the rezoning request to C-1 (Commercial).

### **RELATED APPLICATIONS:** None.

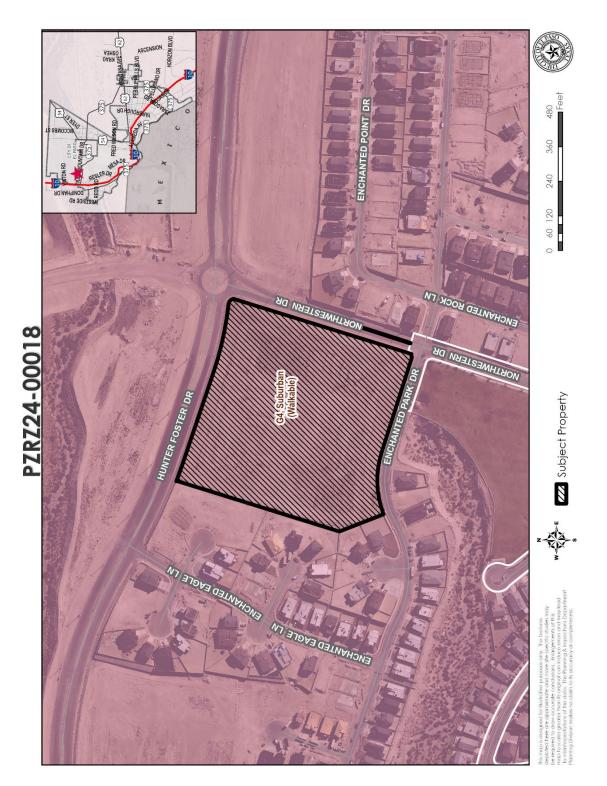
**CITY PLAN COMMISSION OPTIONS:** The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

- 1. **Recommend Approval** of the rezoning request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan.
- 2. **Recommend Approval of the rezoning request With Modifications** to bring the request into conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan. (Staff Recommendation)
- 3. **Recommend Denial** of the rezoning request, finding that the request does not conform to the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.

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### ATTACHMENTS:

- 1. Future Land Use Map
- 2. Generalized Plot Plan
- 3. Ordinance No. 19286
- 4. Department Comments
- 5. Neighborhood Notification Boundary Map
- 6. Letter via Email in Opposition
- 7. Letter via Email in Opposition





### ORDINANCE NO.

## 019286

AN ORDINANCE CHANGING THE ZONING OF THE FOLLOWING REAL PROPERTY KNOWN AS:

PARCEL 1: A PORTION OF TRACTS 4B, 4B1, 5A, 5A1, AND 6, LAURA E. MUNDY SURVEY 237; TRACTS 9B AND 9B1, LAURA E. MUNDY SURVEY NO. 238; AND PORTION OF ENCHANTED HILLS UNIT FIVE, CITY OF EL PASO, EL PASO COUNTY, TEXAS, FROM R-MU (RESIDENTIAL MIXED USE) TO R-5 (RESIDENTIAL) AND,

PARCEL 2: A PORTION OF TRACTS 9B, 9B1, AND 9B2, LAURA E. MUNDY SURVEY NO. 238; AND PORTION OF LOTS 2 THRU 5, 9 THRU 12, AND 21 THRU 24, BLOCK 23, ENCHANTED HILLS 5, CITY OF EL PASO, EL PASO COUNTY, TEXAS, FROM R-3 (RESIDENTIAL), R-5/SP (RESIDENTIAL/SPECIAL PERMIT), AND R-MU (RESIDENTIAL MIXED USE) TO C-2 (COMMERCIAL); AND,

PARCEL 3: A PORTION OF TRACT 9B2, LAURA E. MUNDY SURVEY NO. 238, CITY OF EL PASO, EL PASO COUNTY, TEXAS, FROM R-3 (RESIDENTIAL) TO C-3 (COMMERCIAL), AND IMPOSING CONDITIONS.

THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

Pursuant to Section 20.04.360 of the El Paso City Code, that the zoning of Parcel 1: a portion of Tracts 4B, 4B1, 5A, 5A1, and 6, Laura E. Mundy Survey 237; Tracts 9B and 9B1, Laura E. Mundy Survey No. 238; and portion of Enchanted Hills Unit Five, located in the City of El Paso, El Paso County, Texas, and as more particularly described by metes and bounds on the attached Exhibit "A", incorporated by reference; and, Parcel 2: a portion of Tracts 9B, 9B1, and 9B2, Laura E. Mundy Survey No. 238; and portion of Lots 2 thru 5, 9 thru 12, and 21 thru 24, Block 23, Enchanted Hills 5, located in the City of El Paso, El Paso County, Texas, and as more particularly described by metes and bounds on the attached Exhibit "A", incorporated by reference; and, Parcel 3: a portion of Tract 9B2, Laura E. Mundy Survey No. 238, located in the City of El Paso, El Paso County, Texas, and as more particularly described by metes and bounds on the attached Exhibit "A", incorporated by reference; be changed as listed for PARCEL 1: FROM R-MU (RESIDENTIAL MIXED USE) TO R-5 (RESIDENTIAL), R-5/SP FROM R-3 PARCEL 2: (RESIDENTIAL); (RESIDENTIAL/SPECIAL PERMIT), AND R-MU (RESIDENTIAL MIXED USE) TO C-2 (COMMERCIAL); and PARCEL 3: FROM R-3 (RESIDENTIAL) TO C-3 (COMMERCIAL), as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

Further, that the property described above be subject to the following conditions which are necessitated by and attributable to the increase of use intensity generated by the change of zoning in order to protect the health, safety and welfare of the residents of the City:

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ORDINANCE NO. 019286 Zoning Case No: PZRZ21-00024 Rezoning Ordinance | PZRZ21-00024 Northwestern | Hunter Foster | Enchanted Pass 21-1007-2823 | 1133725 | EAS

- 1. On Parcel 2, a ten-foot (10') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at thirty feet (30') on center along the property lines adjacent to residential zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy.
- 2. That a detailed site development plan shall be reviewed and approved per the El Paso City Code prior to the issuance of building permits for Parcel 2.
- 3. That a detailed site development plan shall be reviewed and approved per the El Paso City Code prior to the issuance of building permits for Parcel 3.
- Condition #4 4. That prior to the issuance of certificates of occupancy for Parcel 1, 2, and 3, the rezonings

has been satisfied. LZ. for the properties identified as "future commercial" on Exhibit B be submitted and processed by the City.

The penalties for violating the standards imposed through this rezoning ordinance are found in Section 20.24 of the El Paso City Code.

ADOPTED this 1st day of tebruary, 2022.

THE CITY OF EL PASO: Oscar Lees

Mayor

Laura D. Prine Laura D. Prine City Clerk

ATTEST:

**APPROVED AS TO FORM:** 

Evy A. Sotelo Assistant City Attorney

### 019286

**APPROVED AS TO CONTENT:** 

Philip Eine

Philip F. Etiwe, Director Planning & Inspections Department

Zoning Case No: PZRZ21-00024 **ORDINANCE NO.** Rezoning Ordinance | PZRZ21-00024 Northwestern | Hunter Foster | Enchanted Pass 21-1007-2823 | 1133725 | EAS

### EXHIBIT "A"

Prepared for: Southwest Land Development Services August 9, 2021. (Parcel I)

#### METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Tracts 4B, 4B1, 5A, 5A1, and 6, Laura E. Mundy Survey 237; Tracts 9B and 9B1, Laura E. Mundy Survey No. 238; and portion of Enchanted Hills Unit Five as recorded in Clerks File No. 20210037543, Real Property Records of El Paso County, Texas, and being more particularly described by metes and bounds as follows:

Commencing for reference at a City of El Paso brass disk monument at the centerline intersection of Enchanted Path Drive and Enchanted Circle Dr., as shown on plat of Enchanted Hills Unit Three recorded in Clerks File No. 20210037543, Real Property Records of El Paso County, Texas, from which an existing brass disk City monument at the centerline intersection of Enchanted Pass Drive and Enchanted Park Drive bears, North 04°47'05" East a distance of 595.27 feet; Thence North 64°48'49" East a distance of 1241.03 feet to a point for THE "TRUE POINT OF BEGINNING";

Thence, North 03°12'44" East a distance of 242.18 feet to a set ½" rebar with cap marked TX 5152 on the westerly boundary line of Block 23 out of Enchanted Hills 5 recorded in Clerks File No. 20210037543, Real Property Records of El Paso County, Texas;

Thence along said boundary line, North 03°12'50" East a distance of 310.68 feet to a set ½" rebar with cap marked TX 5152;

Thence along said boundary line, North 14°04'05" East a distance of 195.56 feet to a set ½" rebar with cap marked TX 5152 on the southerly right of way line of Hunter Foster Drive;

Thence along said right of way line, 450.82 feet along the arc of a curve to the left, which has a radius of 1292.00 feet, a central angle of  $19^{\circ}59^{\circ}33^{\circ}$ , a chord which bears North  $82^{\circ}57'16^{\circ}$  West a distance of 448.54 feet to a set  $\frac{1}{2}^{\circ}$  rebar with cap marked TX 5152;

Thence along said right of way line, 598.55 feet along the arc of a curve to the right, which has a radius of 1358.00 feet, a central angle of 25°15'13", a chord which bears North 80°19'26" West a distance of 593.72 feet to a set ½" rebar with cap marked TX 5152;

Thence leaving said right of way, North 03°14'26" East a distance of 2803.92 feet to a set ½" rebar with cap marked TX 5152 point;

Thence, North 19°54'58" East a distance of 348.49 feet to a set 1/2" rebar with cap marked TX 5152;

Thence, North  $03^{\circ}14'26''$  East a distance of 1202.02 feet to a set  $\frac{1}{2}''$  rebar with cap marked TX 5152 on the common line of Laura E. Mundy Surveys No. 234 and 237;

Thence along said line, South  $86^{\circ}47'10"$  East a distance of 2500.24 feet to a set  $\frac{1}{2}"$  rebar with cap marked TX 5152 on the common line of Laura E. Mundy Surveys No. 234 and 245;

Thence along said line, South  $03^{\circ}12'50''$  West a distance of 875.00 feet to a set  $\frac{1}{2}''$  rebar with cap marked TX 5152;

Thence leaving said line, North  $86^{\circ}47'10"$  West a distance of 790.06 feet to a set  $\frac{1}{2}"$  rebar with cap marked TX 5152 for a point of curve;

Thence, 3239.16 feet along the arc of a curve to the left, which has a radius of 5250.00 feet, a central angle of  $35^{\circ}21'02''$ , a chord which bears South  $04^{\circ}51'15''$  East a distance of 3188.03 feet to a set  $\frac{1}{2}''$  rebar with cap marked TX 5152 for a point of revere curve;

Thence, 878.35 feet along the arc of a curve to the right, which has a radius of 1250.00 feet, a central angle of 40°15'38", a chord which bears South  $02^{\circ}23'56$ " East a distance of 860.39 feet to a set  $\frac{1}{2}$ " rebar with cap marked TX 5152;

Thence, South 17°43'53" West a distance of 621.01 feet to a set 1/2" rebar with cap marked TX 5152;

Thence, North 72°16'07" West a distance of 1226.61 feet to the "TRUE POINT OF BEGINNING" and containing 10,133,777 square feet or 232.64 acres of land more or less.

NOTE: A drawings of even date accompanies this description.

F Ron R. Conde R.P.L.S. No. 5152 Job# 621-10

ROMALD ROBERT CONDE

CONDE, INC. ENGINEERING / LAND SURVEYING / PLANNING 6080 SURETY DRIVE SUITE 100 / EL PASO, TEXAS 79936 / (915) 592-0283 FAX (915) 592-0286 FIRM NO. 10078100

Prepared for: Southwest Land Development Services August 9, 2021. (Parcel II)

### METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Tracts 9B, 9B1, and 9B2, Laura E. Mundy Survey No. 238; and portion of lots 2 thru 5, 9 thru 12, and 21 thru 24, block 23, Enchanted Hills 5 as described in deed recorded in Clerks File No. 20210037543, Real property records of El Paso County, Texas, and being more particularly described by metes and bounds as follows:

Commencing for reference at a City of El Paso brass disk monument at the centerline intersection of Enchanted Path Drive and Enchanted Circle Dr., as shown on plat of Enchanted Hills Unit Three recorded in Clerks File No. 20210037543, Real Property Records of El Paso County, Texas, from which an existing brass disk City monument at the centerline intersection of Enchanted Pass Drive and Enchanted Park Drive bears, North 04°47'05" East a distance of 595.27 feet; Thence North 04°22'16" East a distance of 832.62 feet to a set ½" rebar with cap marked TX 5152 for THE "TRUE POINT OF BEGINNING";

Thence, North 03°12'50" East a distance of 15.00 feet to a set 1/2" rebar with cap marked TX 5152 for a point of curve;

Thence 139.90 feet along the arc of a curve to the right, which has a radius of 500.00 feet, a central angle of  $16^{\circ}01'53"$ , a chord which bears North  $11^{\circ}13'46"$  East a distance of 139.44 feet to a set  $\frac{1}{2}"$  rebar with cap marked TX 5152;

Thence 111.92 feet along the arc of a curve to the left, which has a radius of 400.00 feet, a central angle of 16°01'53", a chord which bears North 11°13'46" East a distance of 111.55 feet to a set  $\frac{1}{2}$ " rebar with cap marked TX 5152;

Thence, North 03°12'50" East a distance of 216.72 feet to a set 1/2" rebar with cap marked TX 5152;

Thence 118.57 feet along the arc of a curve to the right, which has a radius of 400.00 feet, a central angle of 16°59'02", a chord which bears North 11°42'21" East a distance of 118.14 feet to a set  $\frac{1}{2}$ " rebar with cap marked TX 5152;

Thence 9.57 feet along the arc of a curve to the left, which has a radius of 500.00 feet, a central angle of 01°05'48", a chord which bears North 19°38'58" East a distance of 9.57 feet to a point on the southerly right of way line on Hunter Foster Dr. as referenced on plat of Enchanted Hills Five recorded in Clerks File No. 20210037543, Real property records of El Paso County, Texas;

Thence along said right of way line the following 3 courses:

20.19 feet along the arc of a curve to the left, which has a radius of 1358.00 feet, a central angle of  $00^{\circ}51'07"$ , a chord which bears South  $67^{\circ}16'16"$  East a distance of 20.16 feet to a set  $\frac{1}{2}"$  rebar with cap marked TX 5152;

598.55 feet along the arc of a curve to the left, which has a radius of 1358.00 feet, a central angle of 25°15'13", a chord which bears South 80°19'26" East a distance of 593.72 feet to a set  $\frac{1}{2}"$  rebar with cap marked TX 5152;

450.82 feet along the arc of a curve to the right, which has a radius of 1292.00 feet, a central angle of 19°59'33", a chord which bears South 82°57'16" East a distance of 448.54 feet to a set  $\frac{1}{2}$ " rebar with cap marked TX 5152;

Thence leaving said right of way line and along the westerly line of Block 23, Enchanted Hills Unit Five, South 14°04'05" West a distance of 195.56 feet to a set 1/2" rebar with cap marked TX 5152;

Thence along said line, South  $03^{\circ}12'50''$  West a distance of 310.68 feet to a set  $\frac{1}{2}''$  rebar with cap marked TX 5152;

Thence along said line, South 06°33'45" West a distance of 103.69 feet to a set 1/2" rebar with cap marked TX 5152;

Thence leaving said line, North 81°07'01" West a distance of 1047.91 feet to a point;

SIGN

Thence, North 86°47'10" West a distance of 26.00 feet to the "TRUE POINT OF BEGINNING" and containing 625,722.06 square feet or 14.365 acres of land more or less.

NOTE: A drawings of even date accompanies this description.

Ron R. Conde R.P.L.S. No. 5152 RONALD ROBERT COND Job# 621-10 5152

Prepared for: Southwest Land Development Services August 9, 2021. (Parcel III)

#### METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Tract 9B2, Laura E. Mundy Survey No. 238, City of El Paso, el Paso County, Texas, and being more particularly described by metes and bounds as follows:

Commencing for reference at a City of El Paso brass disk monument at the centerline intersection of Enchanted Path Drive and Enchanted Circle Dr., as shown on plat of Enchanted Hills Unit Three recorded in Clerks File No. 20210037543, Real Property Records of El Paso County, Texas, from which an existing brass disk City monument at the centerline intersection of Enchanted Pass Drive and Enchanted Park Drive bears, North 04°47'05" East a distance of 595.27 feet; Thence North 04°22'16" East a distance of 832.62 feet to a set ½" rebar with cap marked TX 5152 for THE "TRUE POINT OF BEGINNING";

Thence, North 86°47'10" West a distance of 551.09 feet to a point on the westerly right of way line of U.S. Interstate Highway No. 10;

Thence along said right of way line, North 03°14'26" East a distance of 310.68 feet to a point;

Thence leaving said right of way line, South  $86^{\circ}47'10''$  East a distance of 585.95 feet to a set  $\frac{1}{2}''$  rebar with cap marked TX 5152;

Thence, South 03°12'50" West a distance of 47.13 feet to a set ½" rebar with cap marked TX 5152 for a point of curve;

Thence 111.92 feet along the arc of a curve to the right, which has a radius of 400.00 feet, a central angle of 16°01'53", a chord which bears South 11°13'46" West a distance of 111.55 feet to a set  $\frac{1}{2}$ " rebar with cap marked TX 5152;

Thence 139.90 feet along the arc of a curve to the left, which has a radius of 500.00 feet, a central angle of 16°01'53", a chord which bears South 11°13'46" West a distance of 139.44 feet to a set  $\frac{1}{2}$ " rebar with cap marked TX 5152;

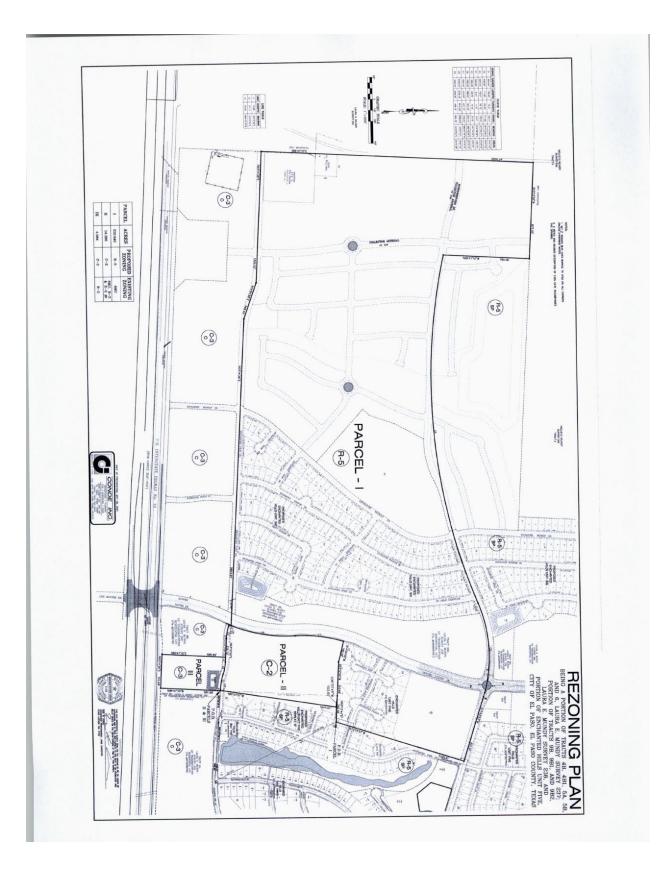
Thence, South 03°12'50" West a distance of 15.00 feet to the "TRUE POINT OF BEGINNING" and containing 177,026.93 square feet or 4.064 acres of land more or less.

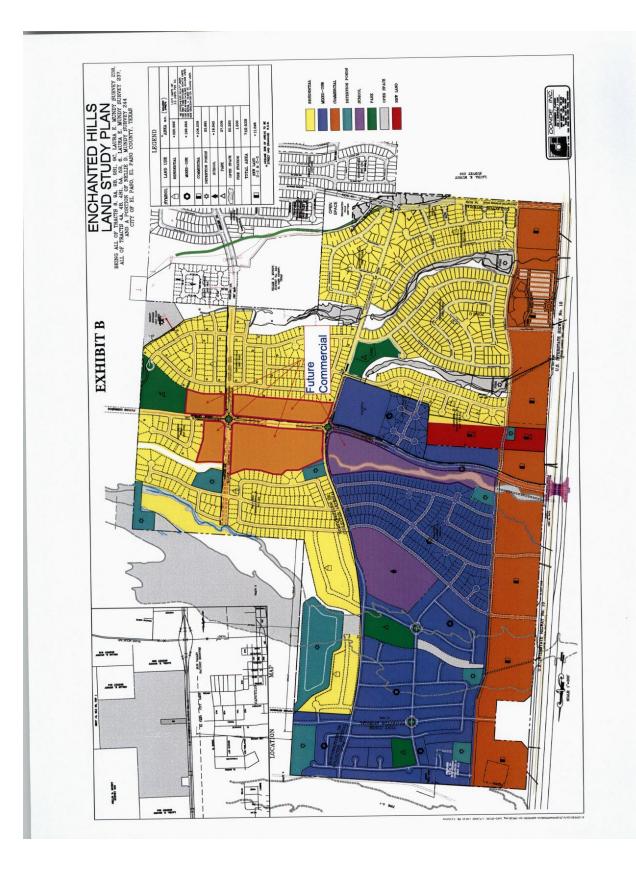
NOTE: A drawings of even date accompanies this description.

Ron R. Conde

R.P.L.S. No. 5152 Job# 621-10







#### **Planning and Inspections Department - Planning Division**

Staff recommends approval with a condition of the rezoning request:

- 1. That a minimum 500-foot distance be required between any establishments meeting both of the following criteria:
  - a. Establishment deriving 51% or more of their income from the sale of alcoholic beverages for onpremise consumption; and
  - b. Providing outdoor amplified sound.

#### Planning and Inspections Department – Plan Review & Landscaping Division

The generalized site plan is not being reviewed for conformance due to conceptual nature. No objections to proposed rezoning.

At the time of submittal for building permit, the project will need to comply with all applicable provisions of the ICC, TAS and Municipal Code.

#### Planning and Inspections Department – Land Development

**Recommend Approval** 

- 1. It is recommended harvesting area on the property.
- 2. Show proposed drainage flow patterns on the site plan and identify the discharge and/or storage location(s) for all storm-water runoff within the subdivision, including calculations at the time of grading permit.

Note: Not applicable. Plan is conceptual.

<u>Fire Department</u> No adverse comments.

#### Police Department

The district has no comments or concerns regarding this rezoning.

#### **Environment Services**

No comments received.

#### **Streets and Maintenance Department**

TIA is approved pending an update to the report.

#### Sun Metro

No comments received.

#### El Paso Water

There is an existing 12-inch diameter water main that extends along Hunter Foster Dr., located approximately 29-feet south of the north right-of-way line. This water main is available for service.

There is an existing 12-inch diameter water main that extends along Northwestern Dr, located approximately 22-feet west of the east right-of-way line. This water main is available for service.

There is an existing 8-inch diameter water main that extends along Enchanted Park Dr., located approximately 18-feet south of the north right-of-way line. This water main is available for service.

#### **EPWU-PSB Comments**

EPWater-PSB does not object to this request.

The subject property is located within the City of El Paso Westside Impact Fee Service Area. Impact fees will be assessed after the El Paso Water receives an application or water and/or sanitary sewer services.

#### **Sanitary Sewer**

There is an existing 12-inch diameter sewer main that extends along Northwestern Dr., located approximately 27-feet east of the west right-of-way line. This sewer main is available for service.

There is an existing 8-inch diameter sewer main that extends along Enchanted Park Dr. This main dead-ends approximately 375-feet east of Enchanted Dove Wy. This main is available for service.

#### General

EPWater-PSB requires a new service application to provide service to the property. New service applications are available at 1154 Hawkins, 3rd floor and should be made 6 to 8 weeks in advance of construction to ensure water for construction work. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater-PSB Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

#### Stormwater:

EP Water-SW reviewed the property described above and provide the following comments:

EPWater-SW recommends using principles of low impact development (such as recessed landscaping, rainwater harvesting, and porous pavement) to reduce the amount of developed stormwater runoff.

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#### El Paso County 911 District

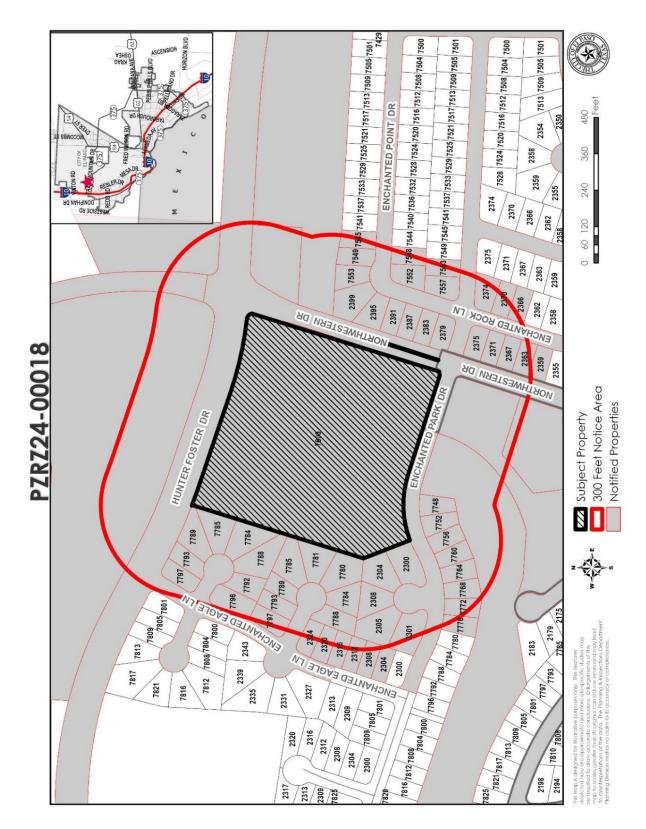
No comments received.

#### **Texas Department of Transportation**

No comments received.

#### El Paso County Water Improvement District #1

No comments received.



From: To: Subject: Date: Karen Blough Beltran, Jose V. Case PZRZ24-00018 - 7600 Hunter Foster Monday, February 10, 2025 10:59:40 AM

You don't often get email from abbatissa1@gmail.com. Learn why this is important

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Dear Mr. Beltran,

I live at 7730 Enchanted Ridge Drive. From my front door, the parcel at 7600 Hunter Foster is clearly visible. Any development on that property will affect me. The Enchanted Hills Neighborhood Association representative has informed members of this organization that the developer claims that this parcel was "never designed for homes." Nevertheless, it is in fact zoned residential. Had I been informed that the parcel would be rezoned for commercial use, I would not have bought a house in this location.

Any commercial/retail enterprise would bring with it increased traffic for which this neighborhood is absolutely not equipped: access is possible only via Bluff Creek and North Desert (the latter in one direction only) and these together can barely handle rush hour traffic and Sunday traffic (because of Abundant) as it is. Resler, Northwestern, and Hunter Foster itself are a long ways from being finished. The neighborhood association seeks to build a playground in Enchanted Hills Park. An increase in vehicular traffic in this area presents a danger especially to children, but also to anyone who likes to walk in the neighborhood. In addition to the traffic issue, one or more commercial/retail spaces would certainly increase the noise level in the neighborhood and very likely result in more trash and vermin.

I and those neighbors with whom I have discussed the rezoning scheme are adamantly opposed to it and I would hope that our concerns will be taken into account.

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Karen Blough 7730 Enchanted Ridge Drive El Paso, TX 79911 518.569.1617

 From:
 Shyam Patel

 To:
 Beltran, Jose V.

 Subject:
 Case PZRZ24-00018 – 7600 Hunter Foster; Shyam Patel; 7748 Enchanted Park Dr.

 Date:
 Monday, February 10, 2025 4:22:12 PM

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Case PZRZ24-00018 - 7600 Hunter Foster

Dear Members of the CPC:

I am a homeowner, specifically of 7748 Enchanted Park Dr, in the Enchanted Hills neighborhood. In fact, my home directly faces the 7600 Hunter Foster property.

To be clear, I am <u>against</u> rezoning 7600 Hunter Foster from residential to commercial.

When my neighbors and I purchased our homes in Enchanted Hills, we did so knowing that we were in the middle of a quiet residential neighborhood. I expect none of us living adjacent to or having a view of 7600 Hunter Foster would have purchased if it were commercially zoned at the time.

I believe it would be disingenuous for the CPC to rezone 7600 Hunter Foster as commercial after-the-fact that dozens of families have invested in what they knew to be a residential only neighborhood.

If our homes are now adjacent to or have a view of 10 acres of supermarket and parking lot:

- <!--[if !supportLists]-->- <!--[endif]-->Our property values will suffer.
- <!--[if lsupportLists]-->- <!--[endif]-->Our quiet and kid-friendly neighborhood will have significantly increased traffic, noise, litter, and potential risk to children.

What I do not understand is why the developer would even consider locating a supermarket or strip mall in this area. Consider Cimarron or such neighborhoods. There are no supermarkets in the middle of these neighborhoods. The commercial areas are concentrated along high traffic roadways.

As 7600 Hunter Foster is in the heart of the Enchanted Hills neighborhood, I politely suggest that the owner seek to develop the land as intended, as a church or other residential entities.

I will close by restating that I strongly oppose rezoning the 7600 Hunter Foster property. Please keep our neighborhood a safe, family-friendly.

My regards,

Dr. Shyam Patel CPT (P), US ARMY Owner of 7748 Enchnated Park Dr.

## DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

#### In compliance with Title 2, Chapter 2.92, Section 2.92.080

#### Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.** 

#### **Definitions:**

"Contribution"	A direct or indirect transfer of money, goods, services, or any other thing of value and includes an		
	agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer.		
	The term includes a loan or extension of credit, other than those expressly excluded by the Texas		
	Election Code, and a guarantee of a loan or extension of credit.		
"Contributor"	A person making a contribution, including the contributor's spouse.		
"Donation"	Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in		
	their district,		
"Donor"	An individual and spouse, a business entity, or an individual who owns a business entity in whole or in		
	part, or is operated by the individual, that is the subject of a council agenda item.		
"Benefiting"	Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.		

**Instructions:** Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of \$500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

#### **Contributor / Donor Information:**

Full Name	Douglas A Schwartz
Business Name	Transmountain Residential, LLC
Agenda Item Type	Rezoning for 7600 Hunter Foster
Relevant Department	Planning

**Disclosure Affirmation:** Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.



I have **NOT** made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

#### OR

I have made campaign contributions or donations totaling an aggregate of \$500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT (\$)
Mayor	Renard Johnson	\$15,000
District 1	Alejandra Chavez	\$3,500
District 2	Josh Acevedo	\$500
District 3	Deanna Maldonado-Rocha	\$1,000
District 4	Mr. Manaa	085/ , //
District 5		
District 6	Art Fierro	\$3,500
District 7		
District 8	Chris Canales	\$1,000

**Declaration:** I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.

Signature:

Date: 5/8/2025



Legislation Text

## File #: 25-644, Version: 1

## CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

## DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below. No Title's, No emails. Please use ARIAL 10 Font.

#### **District 1**

Planning and Inspections, Philip F. Etiwe, (915) 212-1553 Planning and Inspections, Armida R. Martinez, (915) 212-1605

#### AGENDA LANGUAGE:

*This is the language that will be posted to the agenda. Please use ARIAL 11 Font.* 

An Ordinance granting a Special Privilege License to Rio Valley LLC to allow for the construction, installation, maintenance, use and repair of a surface encroachment consisting of four (4) covered balconies and support columns over the city right-of-way for the planned development located along La Vona Dr.; setting the license term for a term of fifteen (15) years with an option for one (1) renewable fifteen (15) year term.

Subject Property: 6441 Westside Dr. Applicant: Rio Valley LLC, PSPN24-00007

#### CITY OF EL PASO, TEXAS AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM

DEPARTMENT:

AGENDA DATE:

PUBLIC HEARING DATE:

CONTACT PERSON NAME:

PHONE NUMBER:

2nd CONTACT PERSON NAME:

PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBGOAL:

SUBJECT:

**BACKGROUND / DISCUSSION:** 

#### **COMMUNITY AND STAKEHOLDER OUTREACH:**

**PRIOR COUNCIL ACTION:** 

AMOUNT AND SOURCE OF FUNDING:

### **REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

NAME	AMOUNT (\$)

#### 

**DEPARTMENT HEAD:** 

Kevin Smith

for Philip Etiwe

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

## ORDINANCE NO.

AN ORDINANCE GRANTING A SPECIAL PRIVILEGE LICENSE TO RIO VALLEY LLC TO ALLOW FOR THE CONSTRUCTION, INSTALLATION, MAINTAINENANCE, USE, AND REPAIR OF A SURFACE ENCROACHMENT CONSISTING OF FOUR (4) COVERED BALCONIES AND SUPPORT COLUMNS OVER THE CITY RIGHT-OF-WAY FOR THE PLANNED DEVELOPMENT LOCATED ALONG LA VONA DR.; SETTING THE LICENSE TERM FOR FIFTEEN (15) YEARS WITH AN OPTION FOR ONE (1) RENEWABLE FIFTEEN (15) YEAR TERM.

# NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

## SECTION 1. DESCRIPTION

The City of El Paso (hereinafter called "City") hereby grants a Special Privilege License (hereinafter called "License") to **RIO VALLEY LLC** (hereinafter referred to as the "Grantee"). This License will permit the construction, installation, maintenance, use and repair of a surface encroachment consisting of four (4) covered balconies and support columns. The covered balconies will extend ten (10) feet over the sidewalk, while the columns measure between 11'0" and 12'0" feet in height and are surrounded by a decorative base measuring 1'-8" x 2'-8" as shown in *Exhibit A.*, which is made a part hereof for all purposes (hereinafter referred to <u>as "covered balconies and support columns").</u>

## SECTION 2. LICENSE AREA

The surface rights granted herein over a portion of right-of-way along La Vona Drive, adjacent to the properties described as Lot 14, Block 11 & Lot 1, Block 14 & Lot 1, Block 15 and Lot 1, Block 16, Rio Valley Replat A, City of El Paso, El Paso County, Texas more particularly shown in Exhibit "B, which is made part hereof for all purposes (hereinafter referred to as "License Areas").

## SECTION 3. <u>USE OF PROPERTY</u>

This License is granted solely for the encroachment onto City right of way for the covered balconies and support columns. Grantee agrees to maintain the License Area in proper working condition and in accordance with all applicable City specifications, which includes restoration to allow and not impede the City's use of the right of way for pedestrian access. Except for the waiver of fees as provided herein, this Special Privilege License shall not be construed to waive any City permit requirements. Grantee shall be responsible for all maintenance of the covered balconies and support columns. Grantee, at no cost to the City, shall clean up all litter and debris within the License Area, leaving City rights-of-way in a clean and orderly condition at all times.

This License shall not permit or be construed to permit any other private use of the City right-of-way that impairs its function as a City right-of-way. Except for maintenance of the covered balconies and support columns as provided herein, Grantee shall not construct any additional improvements, or make any additions or alterations on, above, or below the City right-of-way, without prior written consent of the El Paso City Manager or designee.

## SECTION 4. REGULATION OF CONSTRUCTION

The work done by Grantee in installing, replacing, repairing, reconstructing, or maintaining the balconies and support columns shall be subject to all applicable City, State, and Federal requirements applicable to the construction of the covered balconies and support Columns. Work done in connection with the repair and maintenance of the covered balconies and support columns is subject to the continuing police power of the City.

In the event that Grantee desires to reconstruct, repair, maintain, or replace the covered balconies and support columns built hereunder, Grantee shall obtain all applicable permits required by the City. Where proposed, any excavation or trenching and other construction in the License Area shall be so carried out as to interfere as little as practical with the surface use of the License Area in accordance with any lawful and reasonable direction given by or under the authority of the governing body of the City under the police and regulatory powers necessary to provide for public convenience.

Grantee covenants and agrees that Grantee shall, at Grantee's own expense, repair all water lines, storm and sanitary sewer lines, service lines and water meters owned by the City that Grantee, Grantee's employees, contractors, agents or assigns damage so that such repair of the water lines, storm and sanitary sewer lines and water meters shall comply with the approval of the City.

The City shall have the power at any time to order and require Grantee to remove and abate any portion of the License Area that is dangerous to life or property; Should Grantee, after notice, fail or refuse to comply within a reasonable time, the City shall have the power or abate the same, at the expense of Grantee. In the event City removes or abates the License Area as provided herein, Grantee shall not be compensated for the loss of the License Area, or revenues associated with the area, nor shall the City be liable to the Grantee for any direct, indirect or consequential damages due to the removal or abatement of the License Area.

## SECTION 5. TERM

This Special Privilege shall be for a term of FIFTEEN (15) years from the effective date hereof, unless terminated earlier as provided herein. At the end of this term, the City shall have the unilateral option of renewing this Special Privilege for One (1) additional FIFTEEN (15) year term upon the request of the Grantee and approval of the El Paso City Council. If Grantee Wishes the City to renew this License, Grantee shall submit a request in writing to the City no later than three (3) months prior to the expiration date of this License. The City shall not unreasonably withhold renewal. Should Grantee

fail to submit such request for the extension of this License to the City as herein required, the License shall expire upon the expiration date. Grantee understands, agrees, and accepts that the city may require the terms, conditions, and provisions of this License be modified as a condition for renewing the grant of the encroachment within the License Area as permitted by this License.

## SECTION 6. WORK DONE BY OTHERS

Throughout the term of this License, the City expressly reserves the right to install, repair, or reconstruct the City right-of-way used or occupied by Grantee, any streets or alleys and all ancillary public uses, usual and customary in connection with streets and alleys, expressly including but not limited to, drainage facilities and structures.

The City reserves the right, subject to further conditions described in this paragraph, to lay and permit to be laid, utility lines including, but not limited to, storm and sanitary sewer, gas, water, and other pipelines or cables, and to do and permit to be done, any underground and overhead installation or improvement that may be deemed necessary or proper by the governing body of the City in, across, along, over or under the License Area occupied by Grantee, and to change any curb or sidewalk or the street grade of any street. The City shall notify Grantee of work to be performed as herein described. The City shall not be liable to Grantee for any damage resulting there from, nor shall the City be liable to Grantee for any damages arising out of the performance of any work by the City, its contractors or subcontractors, not willfully and unnecessarily occasioned; provided, however, nothing herein shall relieve any other persons or entities from liability for damage to the License Area

## SECTION 7. RESERVATION OF SURFACE, SUBSURFACE, AND AIRSPACE RIGHTS

The City reserves the right to use the surface or subsurface or airspace within the License Area for any public purposes allowed by law and deemed necessary by the City and to do or permit to be done any work in connection therewith which may be deemed necessary or proper by the City on, across, along, under or over said License Area occupied by Grantee provided such use does not interfere with Grantee's use of the License Area. Whenever by reason of said work in connection with said purposes it shall be deemed necessary by the City to alter, change, adapt, conform or relocate segment(s) of the covered balconies and support columns such alteration or change or relocation shall be made by Grantee when ordered in writing by the City Manager or designee without any claim for reimbursement or damages against the City.

## SECTION 8. CONSIDERATION

As consideration for this special Privilege License, the Grantee shall pay to the City FOUR THOUSAND TWO HUNDRED FORTY AND 00/100 DOLLARS (\$4,240.00) for the covered balconies and support columns per year. The annual fee shall remain the same for a period of one year from the date of execution by the El Paso City Council and shall be subject to change after each one-year period the License remains in effect. The El Paso City Council retains the right to increase or decrease the annual fee specified in this License.

The City shall notify the Grantee of any proposed changes in fees as prescribed in Section 15 (Notice) of this License. This License is granted on the condition the Grantee pay for all costs associated with the covered balconies and support columns, as well as all costs for the restoration of the License Area upon the termination of the License.

The first annual consideration shall be due and owing prior to the El Paso City Council approval of the License. The advance payment shall be in the form of a cashier's check or business check payable to "The City of El Paso" and delivered to the Planning and Inspections Department for remittance to the Financial Services Department. If the Special Privilege is disapproved by the El Paso City Council, a full refund of the payment shall be made by the Financial Services Department within fifteen (15) days of the denial action. Subsequent annual considerations shall be due the first day of the month in which the License has been granted by the El Paso City Council and remitted to the Financial Services Department.

## **ADVANCE PAYMENT OPTION:**

Grantee shall have the option of pre-paying the City the entire amount for the FIFTEEN (15) year term of the License, prior to the execution of this License. The FIFTEEN (15) year amount is equal to FIFTY-TWO THOUSAND ONE HUNDRED THIRTY-FIVE AND NO/100 DOLLARS (\$52,135.00). Said \$52,135.00 reflects the net present value (NPV) at a three percent (3%) discount rate of the annual fees for the entire FIFTEEN (15) year term of the License. Should Grantee select the advance payment option, Grantee shall not be entitled to a refund of the consideration paid to the City in case of cancellation by the City and/or the Grantee prior to the expiration of the 15-year term.

Both the annual consideration and the advance payment shall be exclusive of and in addition to all general municipal taxes of whatever nature, including, but not limited to, ad valorem taxes, assessments for public improvements or any other assessments that may be enacted during the term of this License or any renewal, except hereinafter provided. The fee established in this section shall not be affected by any relocation of Grantee's covered balconies and support columns required by the City pursuant to this License.

The fee payment shall be exclusive of and in addition to all costs of obtaining required permits, plans and other approvals as necessary to conform to all other applicable City Special Privileges and regulations.

## SECTION 9. INSURANCE

Prior to commencement of any future construction, repairs, or maintenance operations during the term of this License, Grantee shall provide the City with a certificate of insurance and shall maintain such insurance in effect during the term of this License. The City shall be named as an additional insured on all of the Grantee's insurance policies that are required by this License. Failure to maintain

insurance after receipt of notice of default and thirty (30) days to cure shall be a material breach of this License and a basis for termination of this License by the City.

Grantee shall obtain and provide a general liability policy with a one million-dollar (\$1,000,000.00) limit, per occurrence, for personal injury, death, and property damage, with a minimum two million dollar (\$2,000,000.00) general aggregate limit. These amounts are not a limitation upon the Grantee's agreement to indemnify and hold the City harmless.

Grantee shall procure said insurance with a solvent insurance company authorized to do business in Texas. Such policy or certificate shall provide that the insurance cannot be canceled, modified or the amount of coverage changed without thirty (30) days prior written notice to the Financial Services Department, or ten (10) days prior written notice to the Financial Services Department for cancellation based on non-payment of insurance premiums. Grantee shall file a copy of the policy of insurance with Financial Services Department and the Planning and Inspections Department. If the policy is not kept in full force and effect throughout the term of this License, the License shall automatically become void.

## SECTION 10. INDEMNITY

AS A CONDITION OF THIS LICENSE, GRANTEE SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES (INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES AND COSTS), FEES, FINES, PENALTIES, PROCEEDINGS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY OR DEATH OR PROPERTY DAMAGE, ARISING OUT OF, RESULTING FROM OR RELATED TO THE GRANTEE'S ACTIVITIES UNDER THIS LICENSE, INCLUDING ANY ACT OR OMISSION BY THE GRANTEE, THE GRANTEE'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, ALL, WITHOUT, HOWEVER, WAIVING GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY, HEREAFTER, THE "DAMAGES". <u>THIS INDEMNIFICATION SHALL</u> <u>APPLY EVEN WHERE SUCH DAMAGES DESCRIBED ABOVE INVOLVE THE</u> <u>NEGLIGENCE OR ALLEGATIONS OF NEGLIGENCE ON THE PART OF THE CITY, ITS OFFICERS, AGENTS OR EMPLOYEES.</u>

The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any person or entity. Without modifying the conditions of preserving, asserting, or enforcing any legal liability against the City as required by the City Charter or any law, the City will promptly forward to the Grantee every demand, notice, summons, or other process received by the City in any claim or legal proceeding contemplated herein. Grantee shall investigate or cause the investigation of accidents or

occurrences involving such damages, negotiate or cause to be negotiated the claim as the Grantee may deem expedient, and defend or cause to be defended on behalf of the City all suites for damages, even if groundless, false or fraudulent brought because of such damages. Grantee shall pay all judgments finally establishing liability of the City in actions defended by Grantee pursuant to this section, along with all attorneys' fees and costs incurred by the City, including interest accruing to the date of payment by Grantee and premiums on any appeal bonds.

The City, at its election, will have the right to participate in any such negotiations or legal proceedings to the extent of its interest. In addition, the Grantee shall promptly advise the City in writing of any claim or demand against the City or the Grantee known to the Grantee related to or arising out of the Grantee's activities under this License. <u>The City will not be responsible for any loss of or damage to the Grantee's property from any cause.</u>

## SECTION 11. RIGHTS IN THE EVENT OF ABANDONMENT

As an express condition of this License, and not as a mere covenant, in the event Grantee abandons the covered balconies and support columns or a portion thereof or ceases to use the covered balconies and support column encroachments for the purposes enumerated herein for any period of six (6) months or longer, other than the time elapsing between the Effective Date of this license and the completion of construction of the covered balconies and support columns, this License shall automatically terminate, free and clear of any right, title, or interest in Grantee without the necessity of any notice to Grantee or any re-entry by the City.

## SECTION 12. CANCELLATION

Grantee shall have the option to terminate this License at any time upon giving the City written notice thirty (30) days in advance of such termination. In addition, the City shall have the option to cancel and terminate this License for failure of Grantee to comply with any material provision or requirement contained in this agreement after thirty (30) days written notice to Grantee. However, if said breach or failure to comply cannot be reasonably cured within thirty (30) days, if Grantee shall proceed promptly to cure the same with due diligence, the time for curing such failure to comply shall be extended for such period of time as may be deemed reasonably necessary by the City to complete such curing unless such breach involves public safety.

The City shall have the option to terminate this License at any time upon giving the Grantee written notice thirty (30) days in advance of such termination, at no cost to the City and may take possession of the City right-of-way. All rights of the Grantee for the City right-of-way shall then be terminated. If the License is cancelled by the City, Grantee shall not be entitled to a refund of the paid annual consideration for the months remaining in the License year (the twelve-month period beginning on the effective date of this License). If this License is cancelled due to Grantee's failure to cure any default under this License, abandonment or cancellation by Grantee, Grantee shall not be entitled to a refund of consideration paid to the City.

Upon termination of this License, prior to the expiration of the original term for any reason, Grantee shall remove Grantee's covered balconies and support columns located in the License Area at no cost to the City. Grantee shall restore the License Area to the reasonable satisfaction of the City Engineer and in accordance with City specifications, at Grantee's own cost and expense. Any such restoration shall be subject to the reasonable approval of the City. If the Grantee fails to restore the License Area as required herein, the City may at its option restore the License Area and charge such costs to Grantee who shall be responsible for payment of such repair and restoration costs.

The City shall have the option to terminate this License at any time or assure that the property is maintained in good order throughout the term of the license upon written notice sixty (60) days in advance of such termination, at no cost to the City and may take possession of the City right-of-way. All rights of the Grantee for the City right-of-way shall then be terminated, unless upon termination of this License, the City agrees to the sale of the land to the Grantee, which upon payment of a fair valuation therefore, the land shall be and become the property of the Grantee.

## SECTION 13. RECORDS

The El Paso City Council and the El Paso City Manager or designee shall be kept fully informed by Grantee as to matters pertaining in any way to Grantee's exercise of Grantee's rights under this License, including the construction, replacement, maintenance, and repair of the covered balconies and support columns within the License Area. Obtaining all applicable City permits shall be deemed sufficient to keep such parties informed. Grantee shall keep complete and accurate maps, construction drawings, and specifications describing the location of the structure(s) within the City right-of-way. The City shall have the right, at reasonable times to inspect such maps, construction drawings, and specifications.

## SECTION 14. NOTICE

Any notice or communication required in the administration of this License shall be sent in writing by prepaid certified mail, return receipt requested, to the following addresses:

CITY:	City of El Paso Attn: City Manager 300 North Campbell Street El Paso, Texas 79901
with copy to:	City of El Paso ATTN: Planning and Inspections Department 811 Texas Avenue El Paso, Texas 79901

with copy to:	City of El Paso ATTN: Financial Services Department – Financial Accounting & Reporting 300 North Campbell Street El Paso, Texas 79901
GRANTEE:	Rio Valley LLC 6300 Escondido Dr. El Paso, Texas 79912 ATT: Herschel Stringfield

or to such other addresses as Grantee may designate from time to time by written notice as required in this paragraph.

## SECTION 15. ASSIGNMENT

The rights granted by this License inure to the benefit of the Grantee, and any parent, subsidiary, or successor entity now or hereafter existing. The rights shall not be assignable without the express advanced written consent of the El Paso City Manager. Failure of the City to respond to a consent to assignment within forty-five (45) days of receipt by the City shall result in approval of the request.

## SECTION 16. LEASING OR DEDICATION OF FACILITIES

Grantee, without the advanced written consent of the El Paso City Manager or designee, shall not lease the License Area to any non-grantee person or entity. This shall not impact the Grantee's ability to freely lease the abutting storefronts and residential units to the License Area without the consent of the City.

## SECTION 17. ADMINISTRATION OF LICENSE

The El Paso City Manager or designee is the principal City official responsible for the administration of this License. Grantee recognizes that questions regarding the interpretation or application of this License shall be referred to the El Paso City Manager or designee.

## SECTION 18. NO PROPERTY RIGHTS

Nothing herein shall grant any real property interest to the Grantee nor give rise to any vested right in the Grantee, Grantee's assigns or successors in interest, none of whom shall have a cause of action for damages upon revocation or termination of this License in accordance with the terms herein.

## SECTION 19. LIENS AND ENCUMBRANCES

Grantee shall defend and indemnify the City against any liability and loss of any type arising from any lien or encumbrance on the License Area that arises or is alleged to have arisen from Grantee's

use of the Licensed Area.

## SECTION 20. RIGHT OF ENTRY AND INSPECTION

The City's authorized representative shall have the right to enter upon the Licensed Area at all reasonable times for the purpose of inspecting the same and determining compliance with the terms of this License. This does not include the residential portion of the balcony. The City may enter the residential portion of the balcony for inspection at a reasonable time for the purpose of inspecting the same and determining compliance with the terms of this License upon TEN (10) days written notice to the Grantee. The City may only inspect the residential portion of the balcony if the City determines the inspection cannot solely be done from the non-residential License Area.

## SECTION 21. LAWS AND ORDINANCES

Grantee shall comply with all applicable statutes, laws, codes and ordinances applicable to Grantee's construction, repair, renovation, alteration or use of the License Area.

## SECTION 22. ENTIRE AGREEMENT

This document contains all of the agreements between the parties and may not be modified, except by an agreement in writing signed by both parties.

## SECTION 23. <u>SEVERABILITY</u>

Every provision of this license is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality shall not affect the validity of the remainder of this license.

## SECTION 24. LAWS GOVERNING/VENUE

The laws of the State of Texas shall govern the validity, performances, and enforcement of this license and if legal action is necessary to enforce it, exclusive venue shall be in El Paso County, Texas.

## SECTION 25. RESTRICTIONS AND RESERVATIONS

This License is subject to all rights-of-way, easements, dedications, restrictions, reservations and other encumbrances of record and running with the land. If, at any time during the initial term of this license, or any extension thereof, any such rights-of-way, easements, dedications, restrictions, reservations and other encumbrances of record and running with the land, preclude, interrupt or interfere with Grantee's use of the License Area, Grantee shall have the right to terminate this License upon giving the City prior written notice of its intent to do so.

## SECTION 26. EFFECTIVE DATE

The Effective Date of this License shall be the date last entered below. This License shall not take

effect unless Grantee files Grantee's written acceptance with the City prior to the enactment of this License by the El Paso City Council.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_\_, 2025

## WITNESS THE FOLLOWING SIGNATURES AND SEALS

## THE CITY OF EL PASO

Renard U. Johnson Mayor

ATTEST:

Laura Prine City Clerk

## **APPROVED AS TO FORM:**

Russel T. Abeln

Russel T. Abeln Senior Assistant City Attorney

## **APPROVED AS TO CONTENT:**

Philip Tiwe

Philip F. Etiwe, Director Planning and Inspections Department

#### ACCEPTANCE

The above instrument, with all conditions thereof, is here by accepted this  $\frac{1}{1}$ day of 2025.

**GRANTEE: Rio Valley LL** MEMBER By: HLAN 5 (Print Name) (Title)

#### ACKNOWLEDGMENT

))

)

THE STATE OF TEXAS

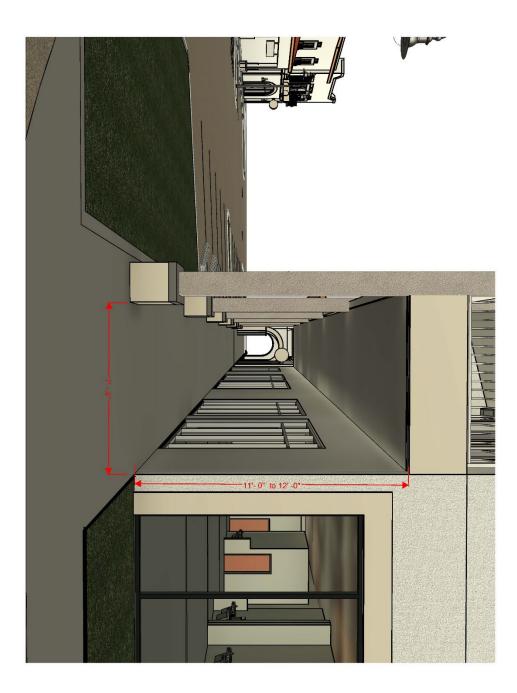
COUNTY OF EL PASO

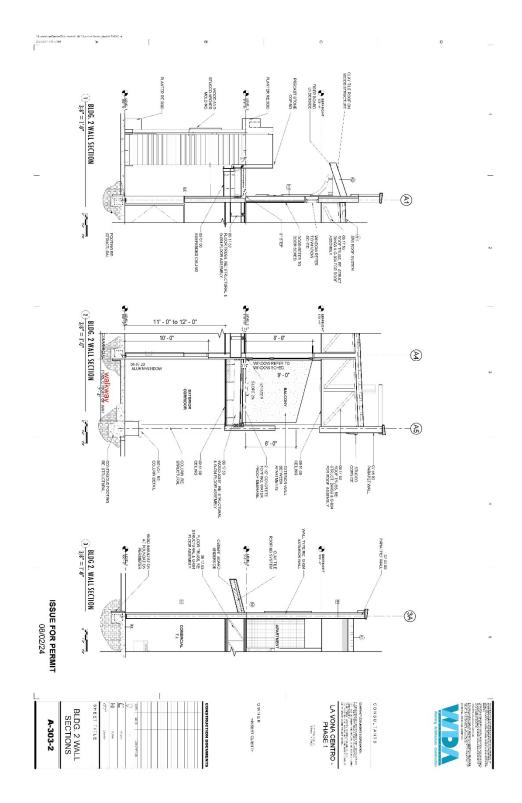
This instrument is acknowledged before mo	e on this day of april, 2025, by
VANESSA PARGA NOTARY PUBLIC ID# 12415009-7 In and for the State of Texas My commission expires 03-11-2026	Notary Public, State of Texas Notary's Printed or Typed Name

Notary's Printed or Typed Name

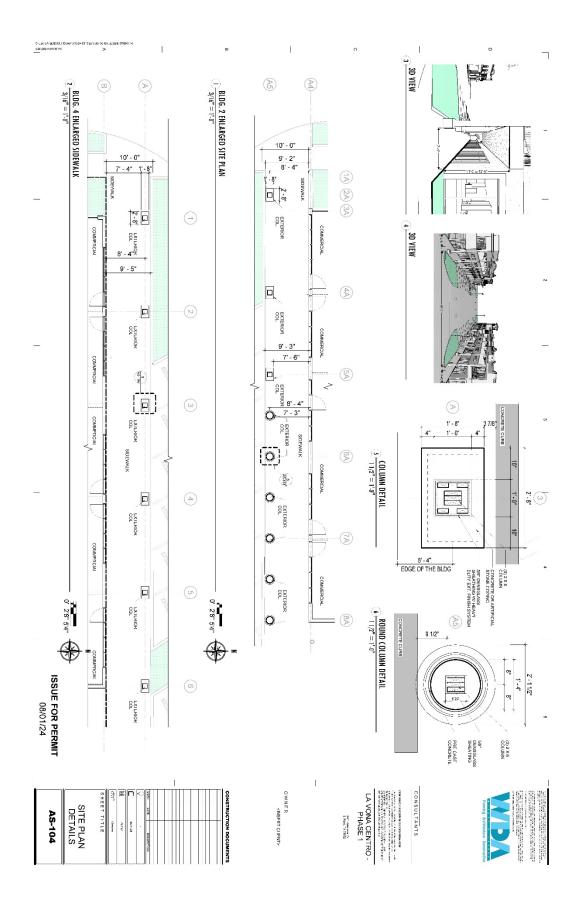
My Commission Expires

## EXHIBIT A





HQ24-3616|Trans#591029|P&I La Vona Balconies RTA



HQ24-3616|Trans#591029|P&I La Vona Balconies RTA

## **EXHIBITS B** Block 11

#### Barragan And Associates Inc.

#### 10950 Pellicano Dr., Building "F", El Paso, Texas 79935 Ph. (915) 591-5709 Fax (915) 591-5706

#### METES AND BOUNDS DESCRIPTION (10' WIDE EASEMENT)

**Description** of a 10' wide easement out of Hoop Street and La Vona Drive right of way, adjacent to Lot 14, Block 11, Rio Valley Subdivision Replat "A", City of El Paso, El Paso County, Texas, according to the Plat thereof of record in Instrument No. 20140049084, Real Property Records of El Paso County, Texas, and being more particularly described as follows:

COMMENCING, , at a Found City Monument at the centerline intersection of La Vona Dive and Hoop Street; THENCE, S 03° 03' 43" W, along the centerline of Hoop Street, a distance of 33.03 feet to a point; **THENCE**, leaving said centerline, S 86° 56' 17" E, a distance of 15.00 feet to a Set Nail for the **POINT OF BEGINNING** of this description;

THENCE, S 86° 48' 52" E, a distance of 225.50 feet to a Set "V" for corner;

THENCE, S 04° 28' 31" W, a distance of 10.00 feet to a Found "X" Mark for corner on the southerly R.O.W. line of La Vona Drive for the northeasterly corner of said Lot 14, Block 11;

THENCE, N 86° 48' 52" W, along the northerly line of Lot 14, Block 11 and the southerly R.O.W. line of La Vona Drive, a distance of 215.25 feet to a point marking the northwesterly Lot corner of said Lot 14, Block 11;

THENCE, S 03° 03' 43" W, along the westerly line of Lot 14, Block 11 and easterly R.O.W. line of Hoop Street, a distance of 37.48 feet to a Set Nail for corner;

THENCE, N 86° 56' 17" W, leaving said easterly right of way line, a distance of 10.00 feet to a Set "V" Mark for corner;

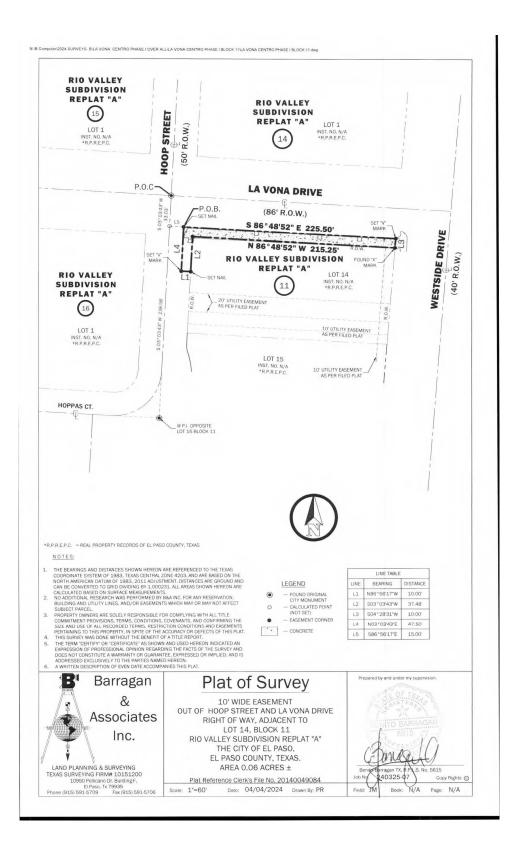
THENCE, N 03° 03' 43" E, a distance of 47.50 feet to the POINT OF BEGINNING of this description and containing in all 0.06 acres more or less.

#### NOTES

- This property may be subject to easements whether of record or not. No Additional Research was performed by B&A Inc. for any reservations, restrictions, building lines, and or easements which may or may not affect this 1. parcel.
- Bearings shown are grid bearings derived from RTK Observations to the Texas CO-OP Network. Referred to the Texas Coordinate System (NAD 83) Central Zone. Distances are ground and may be converted to grid dividing by 2. 1.000231
- This description is not intended to be a subdivision process which may be required by the local or state code, and it 3. is the client/owner responsibility to comply with this code if required. A Plat of Survey dated 04/04/2024 accompanies this description.
- 4.

Benito Barragan TX R.P.L.S 5615, Barragan and Associates Inc. Texas Surveying Firm # 10151200 April 04/2024 Job No. 240325-09

Page 1 of 2



### **BLOCK 14**

Barragan And Associates Inc.

#### 10950 Pellicano Dr., Building "F", El Paso, Texas 79935 Ph. (915) 591-5709 Fax (915) 591-5706

#### METES AND BOUNDS DESCRIPTION (10' WIDE EASEMNT)

Description of a 10° wide easement out of Hoop Street and La Vona Drive right of way, adjacent to Lot 1, Block 14, Rio Valley Subdivision Replat "A", City of El Paso, El Paso County, Texas, according to the Plat thereof of record in Instrument No. 20140049084, Real Property Records of El Paso County, Texas, and being more particularly described as follows:

COMMENCING, , at a Found City Monument at the centerline intersection of La Vona Dive and Hoop Street; THENCE, N 03° 03' 43" E, along the centerline of Hoop Street, a distance of 88.13 feet to a point; **THENCE**, leaving said centerline, S 86° 56' 17" E, a distance of 15.00 feet to a Set "V" Mark for the **POINT OF BEGINNING** of this description;

THENCE, S 86° 56' 17" E, a distance of 10.00 feet to a Set Nail for corner on the easterly R.O.W. line of Hoop Street also westerly line of said Lot 1, Block 14;

THENCE, S 03° 03' 43" W, along the easterly R.O.W. line of Hoop Street a distance of 45.19 feet to a Found "X" Mark for corner marking the southwesterly corner of Lot 1, Block 14, Rio Valley Subdivision Replat "A";

THENCE, S 86° 48° 52° E, along the southerly line of Lot 1, Block 14 and the northerly R.O.W. line of La Vona Drive, a distance of 217.67 feet to a Found "X" Mark marking the southeasterly corner of said Lot 1, Block 14;

THENCE, S 04° 29' 29" W, a distance of 10.00 feet to a Set "V" Mark for corner;

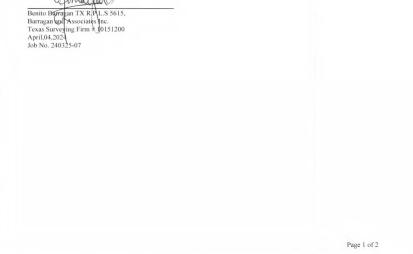
THENCE, N 86° 48' 52" W, a distance of 227.42 feet to a Set Nail for corner;

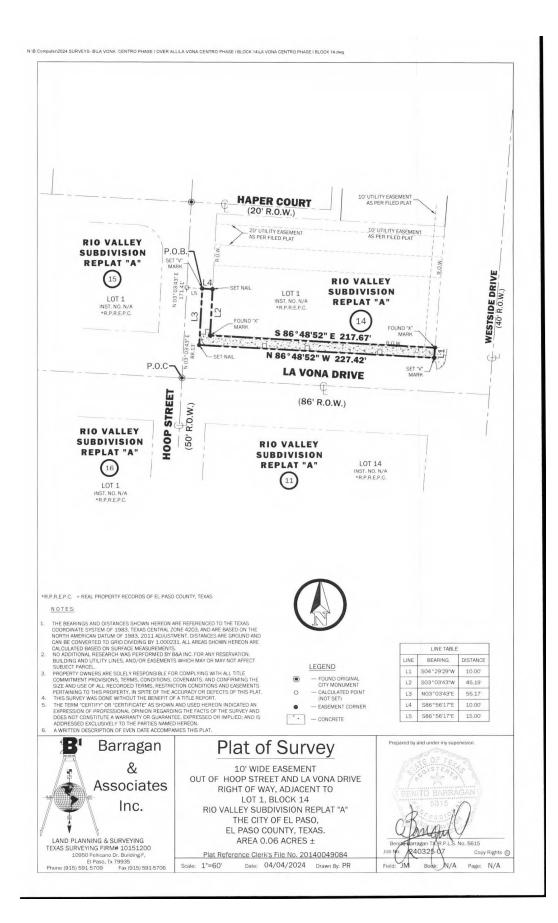
THENCE, N 03° 03' 43" E, a distance of 55.17 feet to the POINT OF BEGINNING of this description and containing in all res more or less

NOTES

- . This property may be subject to easements whether of record or not. No Additional Research was performed by B&A Inc. for any reservations, restrictions, building lines, and or easements which may or may not affect this
- parcel. 2. Bearings shown are grid bearings derived from RTK Observations to the Texas CO-OP Network. Referred to the Bearings shown are grid bearings derived from RTK Observations to the Texas CO-OP Network. Referred to the Texas Coordinate System (NAD 83) Central Zone. Distances are ground and may be converted to grid dividing by 1.000231.
   This description is not intended to be a subdivision process which may be required by local or state code, and it is the client/owner responsibility to comply with this code if required.
   A Plat of Survey dated 04/04/2024 accompanies this description.

briara





#### BLOCK 15

#### Barragan And Associates Inc.

#### 10950 Pellicano Dr., Building "F", El Paso, Texas 79935 Ph. (915) 591-5709 Fax (915) 591-5706

#### METES AND BOUNDS DESCRIPTION (10' WIDE EASEMENT)

**Description** of a IO' wide easement out of Hoop Street, Toivoa Place and La Vona Drive right of way, adjacent to Lot I, Block 15, Rio Valley Subdivision Replat "A", City of E Paso, El Paso County, Texas, according to the Plat thereof of record in Instrument No.20140049084, Real Property Records of El Paso County, Texas, and being more particularly described as follows:

COMMENCING., at a Found City Monument at the centerline intersection of La Vona Dive and Hoop Street: THENCE. N 03° 03' 43" E along the centerline of Hoop Street. a distance of 78.03' feel to a point; THENCE, leaving said centerline, N 86° 56' 17" W, a distance of 15.00 feet to a Set "V" Mark for the POINT OF BEGINNING of this description;

THENCE, S 03" 03' 43" W, a distance of 45.00 feet to a Set Nail for corner;

THENCE, N 86° 48' 52" W, a distance of 23 I 17 feel lo a Set Nail for corner;

THENCE, N 03° 11' 08" E a distance of I0.00 feet to a Set "V" Mark for corner;

THENCE, S 86<sup>-1</sup> 48<sup>+</sup> 52" E, 2.9 feet to Found "X" Mark for the southwesterly corner of said Lot I, continuing 218.3 feet along the northerly right of way line of La Vona Drive for a total distance of 221.15 feet to a Found "X" Mark, marking the southeasterly Lot corner of said Lot I Block 15;

THENCE, N  $03^{\circ} 03^{\circ} 43^{\circ}$  E, along the easterly line of Lot I, Block 15 and Westerly R.O. W. line of Hoop Street, a distance of 35.00 feet to a Set Nail for corner;

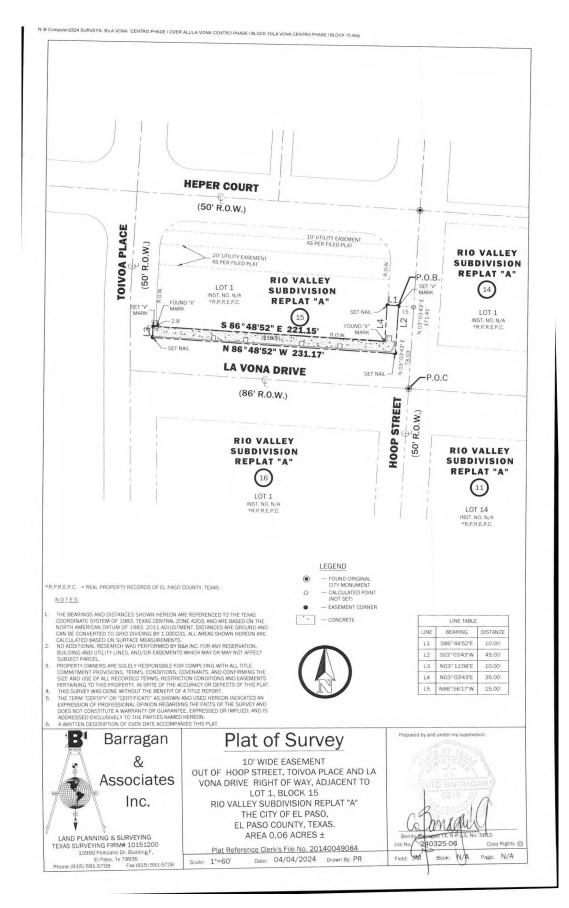
THENCE. S 86' 48' 52" E leaving said westerly right of way line, a distance of 10.00 feet to the POINT OF BEG INN ING of this description and containing in all 0.06 acres more or less.

#### NOTES:

- I. This property may be subject to easements whether of record or not. No Additional Research was performed by B&A Inc. for any reservations, restrictions, building lines, and or easements which may or may not affect this parcel.
- Bearings shown are grid bearings derived from RTK Observations to the Texas CO-OP Network. Referred to the Texas Coordinate System (NAO 83) Central Zone. Distances are ground and may be converted to grid dividing by 1.000231.
- This description is not intended to be a subdivision process which may be required by local or state code, and it is the client/owner responsibility to comply with this code if required.
- 4. A Plat of Survey dated 04/04/2024 accompanies this description.

Benito Barragan TX R.P.L.S 5615, Barragan and Associates Inc. Texas Surveying Firm # 10151200 April 04.2024 Job No. 240325-06

Page 1 of2



#### BLOCK 16

#### Barragan And Associates Inc.

#### 10950 Pellicano Dr., Building "F", El Paso, Texas 79935 Ph. (915) 591-5709 Fax (915) 591-5706

#### METES AND BOUNDS DESCRIPTION (10' WIDE EASEMENT)

Description of a 10' wide easement out of Hoop Street, Toivoa Place and La Vona Drive right of way, adjacent to Lot 1, Block 16, Rio Valley Subdivision Replat "A", City of El Paso, El Paso County, Texas, according to the Plat thereof of record in Instrument No. 20140049084, Real Property Records of El Paso County, Texas, and being more particularly described as follows:

**COMMENCING**, at a Found City Monument at the centerline intersection of La Vona Dive and Hoop Street; **THENCE**, S 03° 03' 43" W, along the centerline of Hoop Street, a distance of 32.97 feet to a point; **THENCE**, leaving said centerline, N 86° 56' 17" W, a distance of 15.00 feet to a Set Nail for the **POINT OF BEGINNING** of this description;

THENCE, S 03° 03' 43" W, a distance of 114.58 feet to a Set Nail for corner;

THENCE, N 86° 56' 17" W, a distance of 10.00 feet to a Set Nail for corner on the westerly R.O.W. line of Hoop Street also the easterly line of said Lot 1, Block 16;

THENCE, N 03 $^{\circ}$  03' 43" E, along the westerly R.O.W. line of Hoop Street, a distance of 104.60 feet to a point for corner ,marking the northeasterly corner of Lot 1, Block 16, Rio Valley Subdivision Replat "A";

THENCE, N 86° 48' 52" W, along the northerly line of Lot 1, Block 16 and the southerly R.O.W. line of La Vona Drive, a distance of 212.81 feet to a point marking the northwesterly Lot corner of said Lot 1, Block 16;

THENCE, S 00° 34' 59" E, along the westerly line of Lot 1, Block 16 and the easterly right of way line of Toivoa Place, a distance of 104.40 feet to a Set Nail for corner;

THENCE, S 89° 25' 01" W, leaving said easterly right of way line, a distance of 10.00 feet to a Set Nail for corner;

THENCE, N 00° 35' 51" W, a distance of 115.08 feet to a Set Point for corner;

THENCE, S 86° 48' 52" E, a distance of 233.50 feet to the POINT OF BEGINNING of this description and containing in all 0.10 acres more or less.

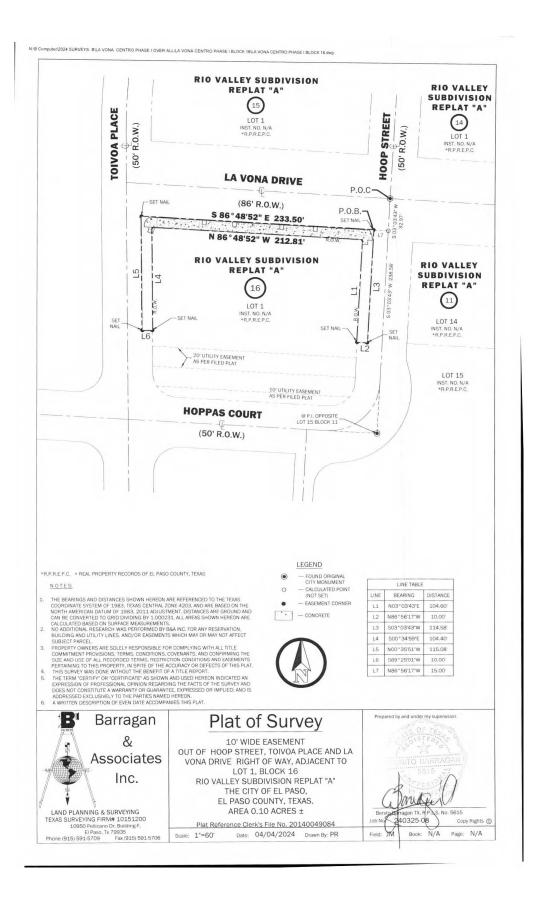
#### NOTES

- This property may be subject to easements whether of record or not. No Additional Research was performed by B&A Inc. for any reservations, restrictions, building lines, and or easements which may or may not affect this parcel.
- Bearings shown are grid bearings derived from RTK Observations to the Texas CO-OP Network. Referred to the Texas Coordinate System (NAD 83) Central Zone. Distances are ground and may be converted to grid dividing by 2. 1.000231.
- This description is not intended to be a subdivision process which may be required by local or state code, and it is 3. the client/owner responsibility to comply with this code if required. A Plat of Survey dated 04/04/2024 accompanies this description.
- 4.

Benito Barran TX R.P.L.S 5615

Bento Barragan TX R.P.135 5615, Barragan and Associates Inc. Texas Surveying Firm # 10/51200 April 04.2024 Job No. 240325-08

Page 1 of 2



## DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

#### Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.** 

#### **Definitions:**

"Contribution"	A direct or indirect transfer of money, goods, services, or any other thing of value and includes an		
	agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer.		
	The term includes a loan or extension of credit, other than those expressly excluded by the Texas		
	Election Code, and a guarantee of a loan or extension of credit.		
"Contributor"	A person making a contribution, including the contributor's spouse.		
"Donation"	Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in		
	their district.		
"Donor"	An individual and spouse, a business entity, or an individual who owns a business entity in whole or in		
	part, or is operated by the individual, that is the subject of a council agenda item.		
"Benefiting"	Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and		
	other award that council will vote on.		

**Instructions:** Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of \$500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

#### **Contributor / Donor Information:**

Full Name	
Business Name	
Agenda Item Type	
Relevant Department	

**Disclosure Affirmation:** Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.

I have **NOT** made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR

I have made campaign contributions or donations totaling an aggregate of \$500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT (\$)
Mayor	01080,98	
District 1	E S	
District 2		
District 3		201
District 4	360	25
District 5	625	
District 6	(FV)	S
District 7		
District 8		

**Declaration:** I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.

Signature: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_



Legislation Text

## File #: 25-535, Version: 1

## CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

## DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below. No Title's, No emails. Please use ARIAL 10 Font.

#### **District 8**

Economic and International Development, Karina Brasgalla, (915) 212-0094 Planning and Inspections, Philip F. Etiwe, (915) 212-1553

#### AGENDA LANGUAGE:

*This is the language that will be posted to the agenda. Please use ARIAL 11 Font.* 

An Ordinance amending Title 20 (Zoning), Chapter 20.02 (General Provisions and Definitions), Chapter 20.08 (Appendix A), Table of Permissible Uses, Chapter 20.10 (Supplemental Use Regulations), and (Appendix C) Table of Parking Requirements and Standards of the El Paso City Code to support the goals and priorities of downtown redevelopment, add definitions, disallow incompatible uses within the C-5 (Commercial) Zoning District, and allow uses supportive of high-density development. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

#### CITY OF EL PASO, TEXAS AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM



**DEPARTMENT:** Economic and International Development

**AGENDA DATE:** 4/29/25

PUBLIC HEARING DATE: 5/28/25

CONTACT PERSON NAME: Karina Brasgalla

**PHONE NUMBER: (915) 212-0094** 

DISTRICT(S) AFFECTED: District 8

STRATEGIC GOAL:

Goal 1 - Create an Environment Conducive to Strong, Sustainable Economic Development.

#### SUBGOAL:

1.6 Provide business-friendly permitting and inspection processes

#### SUBJECT:

An Ordinance amending Title 20 (Zoning), Chapter 20.02 (General Provisions and Definitions), Chapter 20.08 (Appendix A), Table of Permissible Uses, Chapter 20.10 (Supplemental Use Regulations), and (Appendix C) Table of Parking Requirements and Standards of the El Paso City Code to support the goals and priorities of downtown redevelopment, add definitions, disallow incompatible uses within the C-5 (Commercial) Zoning District, and allow uses supportive of high-density development. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

**BACKGROUND / DISCUSSION:** 

#### **COMMUNITY AND STAKEHOLDER OUTREACH:**

PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:

#### **REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

NAME	AMOUNT (\$)

**DEPARTMENT HEAD:** 

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

**RECEIVED** By City Clerk's Office at 3:05 pm, May 07, 2025

#### **ORDINANCE NO.**

AN ORDINANCE AMENDING TITLE 20 (ZONING), CHAPTER 20.02 (GENERAL PROVISIONS AND DEFINITIONS), CHAPTER 20.08 (APPENDIX A), TABLE OF PERMISSIBLE USES, CHAPTER 20.10 (SUPPLEMENTAL USE REGULATIONS), AND (APPENDIX C) TABLE OF PARKING REQUIREMENTS AND STANDARDS OF THE EL PASO CITY CODE TO SUPPORT THE GOALS AND PRIORITIES OF DOWNTOWN REDEVELOPMENT, ADD DEFINITIONS, DISALLOW INCOMPATIBLE USES WITHIN THE C-5 (COMMERCIAL) ZONING DISTRICT, AND ALLOW USES SUPPORTIVE OF HIGH-DENISTY DEVELOPMENT. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

WHEREAS, Title 20 (Zoning) of the El Paso City Code was adopted to promote the health, safety, morals and general welfare of the community; and,

WHEREAS, on June 23, 2023, the El Paso City Council adopted the Uptown, Downtown, and Surrounding Neighborhoods Master Plan; and

WHEREAS, in the adopting resolution, the El Paso City Council directed the City Manager to begin the implementation of the Plan; and

WHEREAS, the proposed amendments address definitions, supplemental use regulations, permitted uses, and parking requirements for properties located within the C-5 (Commercial) zoning district; and

**WHEREAS,** a public hearing regarding the proposed amendment was held before the City Plan Commission, and the Commission recommended approval of the amendment; and,

WHEREAS, the El Paso City Council has determined that this amendment is in the best interest of the public and will promote the public health, safety and welfare of the City;

## NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

**<u>SECTION 1</u>**: That Title 20, Zoning, Chapter 20.02, General Provisions and Definitions, of the El Paso City Code be amended as follows:

Add the following definitions:

20.02.273 "Corner store" means a retail, general service, arts design and creation, or eating and drinking establishment. It can include general retail, a food store, or an establishment with an art focus. Cooking on-site is not allowed for corner grocery stores.

20.02.1091 "Movie theater drive-in (outdoor)" means a place of public entertainment for the purpose of exhibition of motion picture or live performance of cultural programming. Drive-in Theater, motion picture means a theater that may or may not provide seating inside and its principal character is to provide parking spaces for motor vehicles.

**SECTION 2:** That Title 20, Zoning, Chapter 20.08. Permissible Uses, Section 20.08.030 C. Appendix A—Table of Permissible uses, of the El Paso City Code be amended as follows:

Amend the following sections:

2.15 Self storage warehousing shall only be permitted by right in the following districts: all of the Apartment Districts A-1, A-2, A-3, A-4, A-O A-3/O, A-M; all of the Commercial Districts C-OP, C-1, C-2, C-3, C-4, C-5; Manufacturing Districts M-1, M-2, and M-3; by Detail Site Plan in the following Special Purpose Districts S-D, P-C, P-I; by Master Zoning Plan in Special Purpose Districts G-MU, I-MU, R-MU; and prohibited in all other districts.

3.03 Child care facility, type 3 shall only be permitted by special permit in the following districts: all of the Residential Districts R-1, R-2, R-2A, R-3, R-3A, R-4, R-5, RMH, all of the Apartment Districts A-1, A-2, A-3, A-4, A-O A-3/O, A-M; all of the Commercial Districts C-OP, C-1, C-2, C-3, C-4, C-5; and in the following Special Purpose Districts S-D, U-P, P-C; by Master Zoning Plan in Special Purpose District G-MU; prohibited in all other districts.

5.28 Recycling collection facility (large) shall only be permitted by right in the following districts: Commercial District C-4; and all Manufacturing Districts Q, M-1, M-2, and M-3; by Master Zoning Plan in Special Purpose Districts G-MU and I-MU; and prohibited in all other districts.

5.29 Recycling collection facility (small) shall only be permitted as an accessory use in the following districts: Commercial Districts C-OP, C-1, C-2, C-3, C-4; all Manufacturing Districts Q, M-1, M-2, M-3; Special Purpose Districts S-D, U-P, P-C, P-I, R-MU, G-MU, I-MU; prohibited in all other districts.

7.03 Drilling gas well shall only be permitted by special permit in the following districts: all of the Residential Districts R-1, R-2, R-2A, R-3, R-3A, R-4, R-5, RMH, all of the Apartment Districts A-1, A-2, A-3, A-4, A-O A-3/O, A-M; in the Commercial Districts C-OP, C-1, C-2, C-3, C-4; Manufacturing Districts M-1, M-2, and M-3; and in the following Special Purpose Districts R-F, S-D, and P-C; prohibited in all other districts.

7.04 Drilling oil well shall only be permitted by special permit in the following districts: all of the Residential Districts R-1, R-2, R-2A, R-3, R-3A, R-4, R-5, RMH, all of the Apartment Districts A-1, A-2, A-3, A-4, A-O A-3/O, A-M; in the Commercial Districts C-OP, C-1, C-2, C-3, C-4; Manufacturing Districts M-1, M-2, and M-3; and in the following Special Purpose Districts R-F, S-D, and P-C; prohibited in all other districts.

7.08 Shaft mining shall only be permitted by special permit in the following districts: all of the Manufacturing Districts Q, M-1, M-2, and M-3.

10.11 Laundromat, laundry (>5,000 square feet) shall only be permitted by special permit in the following districts: Apartment Districts A-3, A-4, A-O, A-3/O; Commercial Districts C-OP; and Special Use District SRR; by right in the following districts: Commercial Districts C-1, C-2, C-3, C-4; by Detail Site Plan in the following districts: Special Purpose Districts S-D, U-P, P-C; by Master Zoning Plan in Special Purpose Districts R-MU and G-MU; and prohibited in all other districts.

11.41 Shooting range, archery or gun (outdoor) shall only be permitted by right in the following districts: Commercial Districts C-2, C-3, C-4, Manufacturing Districts M-1, M-2, M-3, by Master Zoning Plan in Special Purpose District I-MU; and prohibited in all other districts.

14.091 Corner Store shall only be permitted by right in the following districts: Apartment Districts A-O and A-O-3; Commercial Districts C-OP, C-1, C-2, C-3, C-4, and C-5; Special Purpose Districts U-P and SRR; by Detail Site Plan in the following Special Purpose Districts S-D, P-RI, P-RII, P-C, P-I; by Master Zoning Plan in Special Purpose Districts R-MU, G-MU, I-MU; and prohibited in all other districts.

14.43 Warehouse club shall only be permitted by right in the following districts: in the Commercial Districts C-3, C-4; Manufacturing Districts M-1; and prohibited in all other districts.

**<u>SECTION 3</u>**: That Title 20, Zoning, Chapter 20.10, Supplemental Use Regulations, of the El Paso City Code be amended as follows:

Delete:

20.10.100 Bakeries (Reserve Section)
20.10.170 Custom Shops (Reserve Section)
20.10.190 Dry Cleaning – line 1
20.10.300 Laundromats (20.10.300)
20.10.380 Multi-family Dwellings (Reserve Section)
20.10.390 - Neighborhood commercial uses (SRR District) (Reserve Section)

Add the following Section:

20.10.185 Drive-thru Facilities

A principal use shall not be permitted to have a drive-thru facility under the following conditions:

A. The property is located within the C-5 (Commercial) zoning district.

Amend the following Sections:

20.10.610 Self-storage Warehousing

In A-1, A-2 and A-3 (Apartment), A-M (Apartment-Manufactured home), A-O (Apartment/Office), A/3-O (Apartment/Office High Density), RMU (Residential Mixed Use), GMU (General Mixed Use), C-1 and C-2 (Commercial) Districts the following conditions apply:

- A. A minimum site area of two acres shall be required, unless adjacent to and abutting a minimum of four acres zoned C-1, C-2, C-3 or C-4, then the minimum site area shall be one acre with an average lot width of not less than two hundred feet and an average lot depth of not less than two hundred feet.
- B. Individual storage spaces shall not exceed four hundred square feet in area and fourteen feet in height, except in the case of storage spaces for RVs and motor homes, which shall not exceed

twenty feet in width and sixty feet in length.

C. A six foot high screening wall shall be required along all property lines abutting residential or apartment uses or districts.

Additionally, the following conditions shall apply in the C-5 (Commercial) Districts:

- A. A self-storage warehouse shall not occupy the first floor of a building. Permitted activities for the first floor shall be limited to the retail portion of the operation where customer transactions occur and/or in combination with another permitted use in the zoning district.
- B. The portion of the building containing the self-storage warehouse shall be limited to no more than 80% of the total gross floor area.
- C. Self-storage warehouses shall only be permitted in existing structures. If no structure exists, then self-storage warehouses shall conform with the design requirements of Section 20.10.280.C Infill Development.

**<u>SECTION 4</u>**: That Title 20, Appendix C, Table of Parking Requirements and Standards, shall be amended as follows:

Add the following sections:

Section	Use	Minimum	Maximum	Bicycle	Heavy Truck Trailer	Gravel Screen Parking Required	Notes
14.095	Corner Store	1/500 sf GFA	1/350 sf GFA	NOTE 3	None	Allowed	2C

SECTION 5: Except as herein amended, Title 20, Zoning, of the El Paso City Code shall remain in full force and effect.

ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_ 2025.

CITY OF EL PASO

ATTEST:

Renard U. Johnson, Mayor

Laura Prine City Clerk

APPROVED AS TO FORM:

Russel T. Abeln

Russell T. Ablen Assistant City Attorney

APPROVED AS TO CONTENT:

Philip Etiwe Philip Etiwe, Director Planning and Inspections



Legislation Text

### File #: 25-495, Version: 1

## CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

### DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below. No Title's, No emails. Please use ARIAL 10 Font.

#### District 4

Planning and Inspections, Philip F. Etiwe, (915) 212-1553 Planning and Inspections, Blanca Perez, (915) 212-1561

#### AGENDA LANGUAGE:

*This is the language that will be posted to the agenda. Please use ARIAL 11 Font.* 

An Ordinance changing the zoning of a portion of Tract 8, Milagro Acres, City of El Paso, El Paso County, Texas from R-4 (Residential) to C-1 (Commercial). The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

The proposed rezoning meets the intent of the Future Land Use designation for the property and is in accordance with Plan El Paso, the City's Comprehensive Plan.

Subject Property: 9649 Dyer St. Applicant: Erica Becerra and Jesus Becerra, PZRZ24-00036

#### CITY OF EL PASO, TEXAS AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM

DEPARTMENT:

AGENDA DATE:

PUBLIC HEARING DATE:

CONTACT PERSON NAME:

PHONE NUMBER:

2nd CONTACT PERSON NAME:

PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBGOAL:

SUBJECT:

BACKGROUND / DISCUSSION:

#### **COMMUNITY AND STAKEHOLDER OUTREACH:**

**PRIOR COUNCIL ACTION:** 

AMOUNT AND SOURCE OF FUNDING:

#### **REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

NAME	AMOUNT (\$)

**DEPARTMENT HEAD:** 

Philip Tiwe

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

ORDINANCE NO.

### AN ORDINANCE CHANGING THE ZONING OF A PORTION OF TRACT 8, MILAGRO ACRES, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-4 (RESIDENTIAL) TO C-1 (COMMERCIAL). THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

# NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

Pursuant to Section 20.04.360 of the El Paso City Code, the zoning of **a Portion of Tract 8, Milagro Acres**, located in the City of El Paso, El Paso County, Texas, and as more particularly described by metes and bounds on the attached Exhibit "A", incorporated by reference, be changed from **R-4 (Residential)** to **C-1 (Commercial)**, as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

The penalties for violating the standards imposed through this rezoning ordinance are found in Section 20.24 of the El Paso City Code.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

THE CITY OF EL PASO

Renard U. Johnson, Mayor

**ATTEST:** 

Laura D. Prine, City Clerk

**APPROVED AS TO FORM:** 

Lens Limtrich

Jesus A. Quintanilla Assistant City Attorney

Philip Tiwe

Philip F. Etiwe, Director Planning & Inspections Department

**APPROVED AS TO CONTENT:** 

### EXHIBIT "A"

## Barragan & Associates Inc.

### 10950 Pellicano Dr., Building "F", El Paso, Texas 79935 Ph. (915) 591-5709 Fax (915) 591-5706

#### DESCRIPTION

**Description** of a portion of Tract 8, Milagro Acres, City of El Paso, El Paso County, Texas, according to the Plat thereof of record in Volume 9, Page 47, Plat Records of El Paso County, Texas, and being a portion out of property described in Instrument No. 20220029100, Real Property Records of El Paso County, Texas, and being more particularly described as follows:

**COMMENCING,** at a found 60d nail at the intersection of Eloice Road and Yvette Avenue; **THENCE,** S 60° 37' 00" E, along the centerline of Yvette Avenue, a distance of 850.00 feet to a point on the westerly right-of-way line of Dyer Street, (U.S. Highway 54); **THENCE,** S 29° 23' 00" W, along said westerly right-of-way line of Dyer Street, a distance of 290.00 feet to a found "x" chiseled mark, for the southeasterly corner of Milagro Hills Addition Unit Four Replat "D", according to the Plat thereof of record in Volume 78 page 9, Plat Records of El Paso County, Texas, and the northeasterly corner of said property described in Instrument No. 20220029100, and also being the **POINT OF BEGINNING** of this description;

**THENCE**, S 29° 23' 00" W, along said westerly right-of-way line of Dyer Street, a distance of 33.95 feet to a found nail with shiner for corner;

**THENCE**, S 88° 49' 00" W, leaving said right-of-way line of Dyer Street a distance of 300.00 feet to a found old ½" iron for corner of this parcel, on the easterly line of Lot 10, Block 31, Milagro Hills Addition Unit 7, filed for record in Volume 23, Page 12, Plat Records of El Paso County, Texas, from which a found nail bears NE-3.4 feet;

**THENCE**, N 29° 23' 00" E, along the easterly line of said Milagro Hills Unit 7, a distance of 186.50 feet to a set nail for corner;

**THENCE**, S 60° 37' 00" E, along the southerly line of Milagro Hills Addition Unit Four Replat "D", filed for record in Instrument No. 20030014827, Plat Records of El Paso County, Texas, a distance of 258.31 feet to the **POINT OF BEGINNING** of this description and containing in all 0.65 acres more or less.

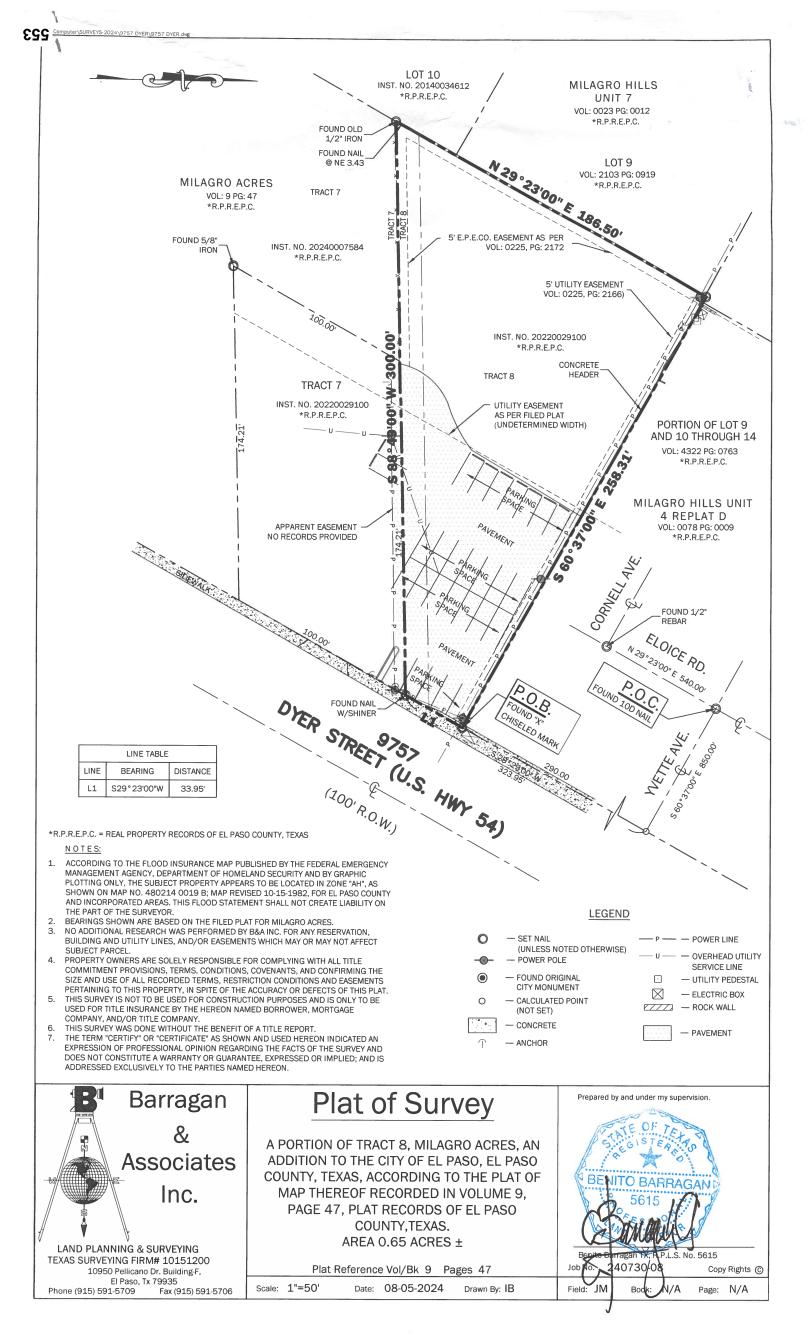
#### NOTES:

-

- 1. This property may be subject to easements whether of record or not. No Additional Research was performed by B&A Inc. for any reservations, restrictions, building lines, and or easements which may or may not affect this parcel.
- 2. Bearings shown based on the filed plat for Milagro Acres.
- 3. This description is not intended to be a subdivision process which may be required by the local or state code, and it is the client's/owner's responsibility to comply with this code if required.
- 4. This survey was done without the benefit of a title report.
- 5. A Plat of Survey of even date accompanies this description.



Benito Barragan TX R.P.L.S 5615, Barragan and Associates Inc. Texas Surveying Firm # 10151200 August 05, 2024 Job No. 240730-08



## 9649 Dyer

City Plan Commission — January 30, 2025

CASE NUMBER: CASE MANAGER: PROPERTY OWNER: REPRESENTATIVE: LOCATION: PROPERTY AREA: REQUEST: RELATED APPLICATIONS: PUBLIC INPUT:

#### PZRZ24-00036

Blanca Perez, (915) 212-1561, <u>PerezBM@elpasotexas.gov</u> Jesus Becerra Erica Becerra 9649 Dyer St. (District 4) 0.67 acres Rezone from R-4 (Residential) to C-1 (Commercial) None Received (1) e-mail in opposition as of January 23, 2024

**SUMMARY OF REQUEST:** The applicant is requesting to rezone the subject property from R-4 (Residential) to C-1 (Commercial) to allow for a proposed business office.

**SUMMARY OF STAFF'S RECOMMENDATION:** Staff recommends **APPROVAL** of the rezoning request. The proposed zoning district is compatible with commercial zone district in the surrounding area and is consistent with *Plan El Paso*, the City's adopted Comprehensive Plan, and the G-3 Post War for the future land use designation.

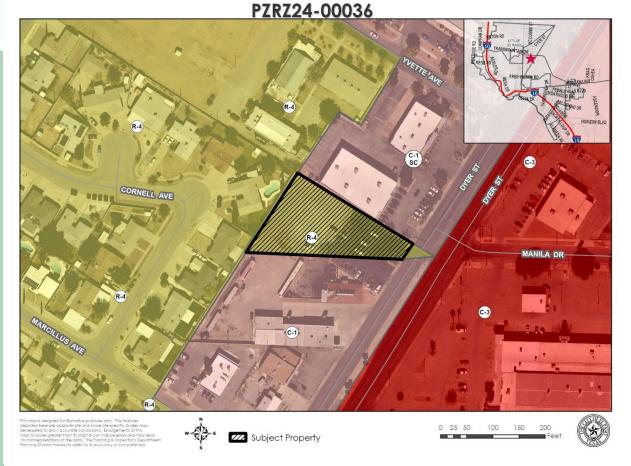


Figure A. Subject Property & Immediate Surroundings

**DESCRIPTION OF REQUEST:** The applicant is requesting to rezone the subject property form R-4 (Residential) to C-1 (Commercial) to allow for a proposed business office. The conceptual site plan shows a proposed business office. Main access to the property is provided from Dyer Street. The site plan is not being reviewed for compliance at this time and full compliance with El Paso City Code will be required at time of building.

**COMPATIBILITY WITH NEIGHBORHOOD CHARACTER:** The proposed office space in the C-1 (Commercial) district is compatible with surrounding zoning: a church in the R-4 (Residential) district to the north, a restaurant in the C-1 (Commercial) district to the south, and automobile parts store in the C-3 (Commercial) district to the east, and single-family homes in the R-4 (Residential) district to the west. The proposed development is compatible with the established character of the area surrounding the subject property. The nearest school is Dolphin Terrace Elementary, which is located 0.9 miles away, and the nearest park is Dolphin Park, which is 1.1 miles from the subject property.

# COMPLIANCE WITH *PLAN EL PASO*/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with *Plan El Paso*, consider the following factors:

Criteria	Does the Request Comply?
<ul> <li>Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property:</li> <li><u>G-3, Post-War</u>: This sector applies to transitional neighborhoods typically developed from the 1950s through the 1980s. Streets were laid out with curvilinear patterns without alleys and shopping centers are located at major intersections behind large parking lots. This sector is generally stable but would benefit from strategic suburban retrofits to supplement the limited housing stock and add missing civic and commercial uses.</li> </ul>	Yes. The subject property and the proposed development meet the intent of the G-3, Post-War Future Land Use designation of <i>Plan El Paso</i> . The proposed zoning is compatible with the future land use designation.
Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site: C-1 (Commercial) District: The purpose of these districts is to serve the needs of surrounding residential neighborhoods by providing compatible neighborhood convenience goods and services that serve day-to-day needs. The regulations of the districts will permit location of business and professional offices and retail category uses within adjacent residential areas of medium and high densities.	Yes. The proposed C-1 (Commercial) zoning district will provide for the integration of light commercial uses with adjacent R-4 (Residential), C-1 and C-3 (Commercial) zoning districts in the surrounding area.
Preferred Development Locations: Located along an arterial (or greater street classification) or the intersection of two collectors (or greater street classification). The site for proposed rezoning is not located mid-block, resulting in it being the only property on the block with an alternative zoning district, density, use and/or land use. THE PROPOSED ZONING DISTRICT'S EFFECT ON THI	Yes. The subject property has access to Dyer Street., which is designated as a major arterial under the City's Major Thoroughfare Plan. The classification of this road is appropriate as it connects to other commercial establishments.
EVALUATING THE FOLLOWING FACTORS:	
Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small areas plan, including land-use maps in those plans.	None. The subject property is not located within any historic districts or study area plan boundaries.

2

<b>Potential Adverse Effects:</b> Potential adverse effects that might be caused by approval or denial of the requested rezoning.	The proposed development is not anticipated to pose any adverse effects on the community.
<b>Natural Environment:</b> Anticipated effects on the natural environment.	None. The proposed rezoning does not involve green field or environmentally sensitive land or arroyo disturbance.
Stability: Whether the area is stable or in transition.	The area has been stable with no rezoning within the last 10 years.
<b>Socioeconomic &amp; Physical Conditions</b> : Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	The rezoning form R-4 (Residential) to C-1 (Commercial) aligns better with the adjacent properties, which are predominantly commercial, making the current R-4 zoning designation no longer appropriate. This request effectively addresses a remnant lot by assigning a zoning designation that is more compatible with the surrounding uses and enhances consistency within the area.

**ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE:** Access is proposed from Dyer Street which is classified as a major arterial on the City of El Paso Major Thoroughfare Plan (MTP) and is appropriate for commercial development. Sidewalks are currently present along Dyer Street. There are three (3) bus stops located within walkable distance (0.15 miles) of the subject property. The closest bus stop is along Dyer Street, which is located 0.06 miles from the subject property.

**SUMMARY OF DEPARTMENTAL REVIEW COMMENTS:** No adverse comments were received from reviewing departments.

**PUBLIC COMMENT:** The subject property does not lie within any neighborhood associations. Public notices were mailed to property owners within 300 feet on January 17, 2025. As of January 23, 2025, the Planning Division has received (1) e-mail in opposition to the request from the public.

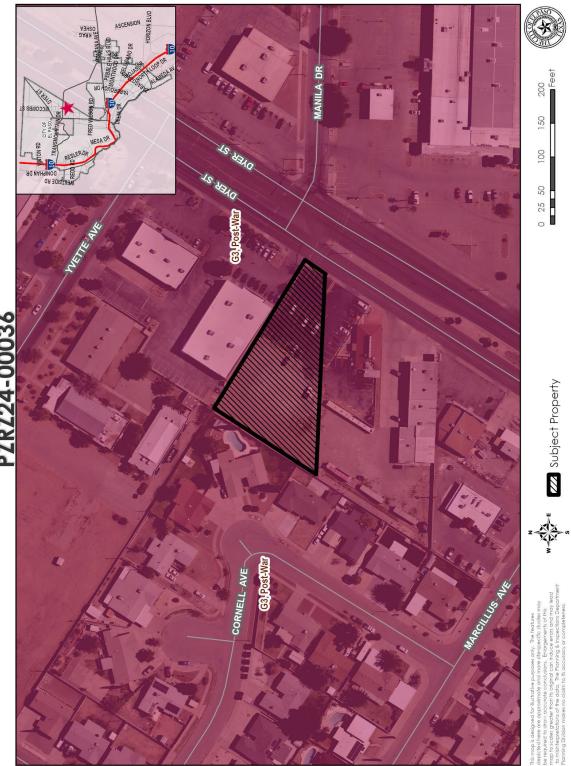
**CITY PLAN COMMISSION OPTIONS:** The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

- 1. **Recommend Approval** of the rezoning request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan. (Staff Recommendation)
- 2. **Recommend Approval of the rezoning request With Modifications** to bring the request into conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.
- 3. **Recommend Denial** of the rezoning request, finding that the request does not conform to the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.

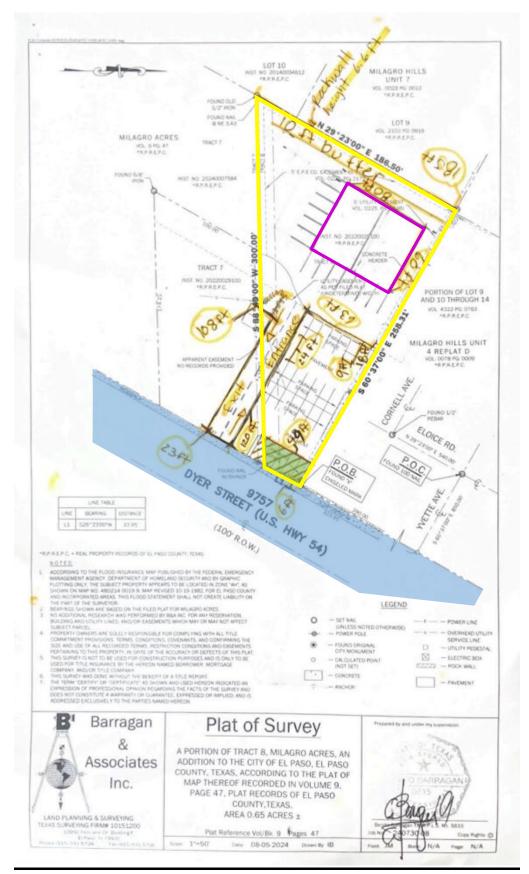
3

#### ATTACHMENTS:

- 1. Future Land Use Map
- 2. Conceptual Site Plan
- 3. Department Comments
- 4. Neighborhood Notification Boundary Map
- 5. Opposition Letter



PZR224-00036



5

#### **Planning and Inspections Department - Planning Division**

Staff recommends **APPROVAL** of the rezoning request. The proposed zoning district is compatible with commercial zone district in the surrounding area and is consistent with *Plan El Paso*, the City's adopted Comprehensive Plan, and the G-3 Post War for the future land use designation.

#### Planning and Inspections Department – Plan Review & Landscaping Division

No objections to rezoning.

At the time of submittal for building permit, the project will need to comply with all applicable provisions of the ICC, TAS and Municipal Code.

#### **Planning and Inspections Department – Land Development**

Approved.

- 1. Coordinate with TXDOT on Dyer. (Driveways if required) for their review and approval at the time of grading permit.
- 2. Proposed parking lot area, please see "Cluster Parking" Detail 3-42, Appendix "A" Design Standard for Construction from Street Design Manual.
- 3. A 6ft rock-wall from high side is required along residential (5329 and 5333 Cornell Ave.) and commercial area at the time of grading permit.
- 4. Verify access agreement in the lot 9757 Dyer, in order to share access between properties to Dyer St.

#### Fire Department

No adverse comments.

#### Police Department

No comments provided.

#### **Environment Services**

No comments provided.

#### **Streets and Maintenance Department**

**Traffic & Transportation Engineering** 

No objections. No TIA is required.

#### Street Lights Department

For the development of a subdivision a complete set of plans shall be submitted to Street Lights Department for review showing the minimum requirements for street illumination proposals\*\*. The submission shall contain but shall not necessarily be limited to plans indicating the location on the premises of all lighting fixtures, both proposed and existing on the site\*\*\*. The description of all lighting fixtures, both proposed and existing. Photometric data. Plans shall show street illumination design and details. El Paso city code is applicable to this process, Street Design Manual (SDM)\* and any other applicable standards or requirements of the city.

Street Lights Department requires that a project that involves a roadway is to be evaluated for lighting requirements based on the City of El Paso Street Design Manual (SDM) and the Design Standards for Construction (DSC) according to City of El Paso Codes (cited below). While developing a project or construction area the existing street illumination system shall be protected and preserved. Complete survey for street illumination system shall be shown on plans. Any change on existing street illumination systems shall be coordinated with Street Lights Department.

City of El Paso Codes to be followed: \*Title 19 - 19.16.010 - Streetlighting. \*\*18.18.190 – Submission contents. \*\*\* 19.02.040 Criteria for approval.

#### Sun Metro

No effects to Sun Metro transit operations or services.

#### El Paso Water

EPWater does not object to this request.

#### **EPWU-PSB Comments**

There is an existing 12-inch diameter water main extending along Dyer St. This main is available for service.

Previous water pressure reading from fire hydrant #03548, located at the intersection of Manila Dr. and Dyer St. has yielded a static pressure of 105 (psi), a residual pressure of 100 (psi), and a discharge of 1299 (gpm). The owner should, for his own protection and at his own expense, install at the discharge side of each water meter a pressure regulator, strainer and relief valve, to be set for pressure as desired by the customer. The Lot owner shall be responsible for the operation and maintenance of the above-described water pressure regulating device.

#### **Sanitary Sewer**

There is an existing 8-inch diameter sanitary sewer main extending along Dyer St. This main is available for service.

From the above described 8-inch sanitary Sewer main, there is an existing 8-inch diameter sanitary sewer main stub out approximately 500 feet north of Marcillus Avenue that extends in the direction of the property of 9649 Dyer St. This main is available for service.

#### General

Each lot shall have a water and sewer connection fronting the limits of the lot.

Dyer Street is a Texas Department of Transportation (TxDOT) right-of-way. All proposed water and sanitary sewer work to be performed within Dyer Street right-of-way requires written permission from TxDOT.

EPWater requires a new service application to provide service to the property. New service applications are available at 1154 Hawkins, 3rd floor and should be made 6 to 8 weeks in advance of construction to ensure water for construction work. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater-PSB Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

#### Stormwater:

Show existing & proposed drainage flow patterns on the concept plan and identify the discharge location for all storm water runoff.

As per Municipal Code: new developments and redevelopments are required to maintain the pre-development hydrologic response in their post-development state as nearly as practicable to reduce flooding. The code also encourages the use of nonstructural storm water management such as the preservation of greenspace, water harvesting, and other conservation efforts, to the maximum extent practicable, per Chapter 19.19, Section 19.19.010, and Subparagraph A-2 & A-5.

Dyer St. is a state highway; TXDOT roads are not designed to take in outside flow.

#### El Paso County 911 District

The 911 District request that the address for parcel be changed to something in the 9700 range per the location of the parcel and the existing addresses around it. Please see the attached that shows where the 9600 block and the 9700 blocks of Dyer are.



8

#### **Texas Department of Transportation**

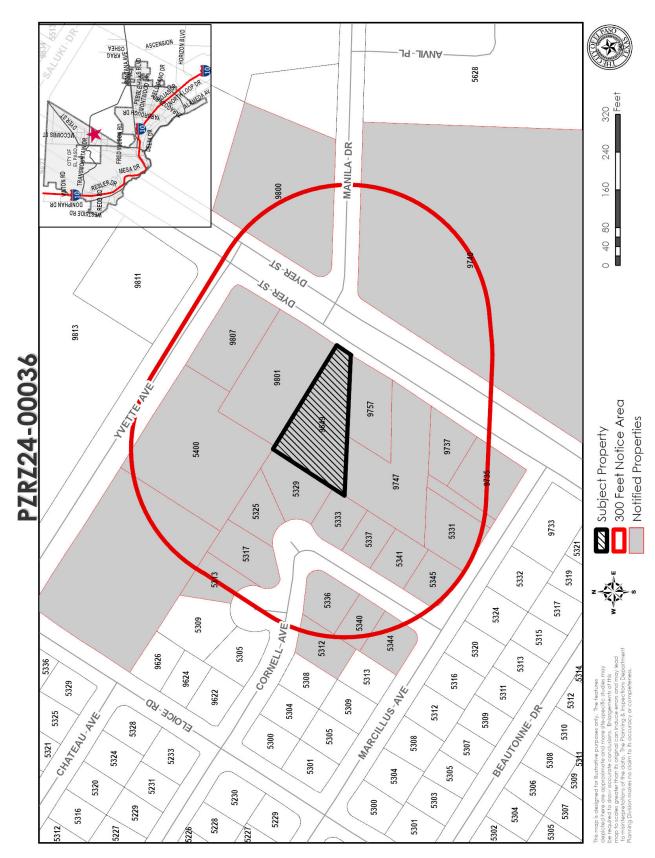
Submit construction plans to TXDOT for approval.

#### El Paso County Water Improvement District #1

No comments provided.

#### Texas Gas Service

Texas Gas Service does not have any objections.



#### Perez, Blanca M.

From:	Rick Hemphill <rhemphill@elp.rr.com></rhemphill@elp.rr.com>
Sent:	Tuesday, January 21, 2025 6:37 PM
To:	Perez, Blanca M.
Subject:	Case PZRZ24-00036 9649 DYER
Follow Up Flag:	Follow up
Flag Status:	Flagged

[You don't often get email from rhemphill@elp.rr.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification ]

CAUTION: This email originated from outside of the City of El Paso. Do not click links or open attachments unless you recognize the sender and know the content is safe. If suspicious, use Phish Alert or forward to SpamReport@elpasotexas.gov.

Hello,

Please do not allow this change in zoning. The owner bought this property knowing it was zoned for Residential zoning for a reason. Besides there is already to much traffic in this area and safety of drivers and pedestrians is at risk if this is approved.

10

Thank you, Rick Hemphill 5345 Cornell Ave, El Paso TX, 79924

## **DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM**

#### In compliance with Title 2, Chapter 2.92, Section 2.92.080

#### Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.** 

#### **Definitions:**

"Contribution"	A direct or indirect transfer of money, goods, services, or any other thing of value and includes an
	agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer.
	The term includes a loan or extension of credit, other than those expressly excluded by the Texas
	Election Code, and a guarantee of a loan or extension of credit.
"Contributor"	A person making a contribution, including the contributor's spouse.
"Donation"	Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in
	their district.
"Donor"	An individual and spouse, a business entity, or an individual who owns a business entity in whole or in
	part or is operated by the individual, that is the subject of a council agenda item
"Benefiting"	Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and
	other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of \$500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

#### **Contributor / Donor Information:**

Jesus. fe Rest **Full Name Business Name** Agenda Item Type

**Relevant Department** 

**Disclosure Affirmation:** Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.



I have **NOT** made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

### OR

I have made campaign contributions or donations totaling an aggregate of \$500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME AMOUNT (\$)
Mayor	1/0/039/90/90/90/
District 1	AD BELLEN
District 2	ERAN REG
District 3	I A & DI
District 4	
District 5	
District 6	
District 7	
District 8	

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.

Signature:

Date:

8-9-24



Legislation Text

### File #: 25-554, Version: 1

## CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

### DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below. No Title's, No emails. Please use ARIAL 10 Font.

#### District 7

Planning and Inspections, Philip F. Etiwe, (915) 212-1553 Planning and Inspections, Jose Beltran, (915) 212-1607

#### AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

An Ordinance changing the zoning of a portion of Tract 1-B-1 and 1-B-2, O.A. Danielson Survey 314 and a portion of Tract 3-B, Block 56, Ysleta Grant Survey, City of El Paso, El Paso County, Texas from C-3/sc (Commercial/special contract) to C-4/sc (Commercial/special contract). The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

The proposed rezoning meets the intent of the Future Land Use designation for the property and is in accordance with Plan El Paso, the City's Comprehensive Plan.

Subject Property: Gateway Blvd. East and Americas Applicant: Ivey Partners LTD, PZRZ24-00037

#### CITY OF EL PASO, TEXAS AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM

DEPARTMENT:

AGENDA DATE:

PUBLIC HEARING DATE:

CONTACT PERSON NAME:

PHONE NUMBER:

2nd CONTACT PERSON NAME:

PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBGOAL:

SUBJECT:

BACKGROUND / DISCUSSION:

#### **COMMUNITY AND STAKEHOLDER OUTREACH:**

**PRIOR COUNCIL ACTION:** 

AMOUNT AND SOURCE OF FUNDING:

#### **REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

NAME	AMOUNT (\$)

**DEPARTMENT HEAD:** 

Philip Tiwe

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

ORDINANCE NO.

AN ORDINANCE CHANGING THE ZONING OF A PORTION OF TRACT 1-B-1 AND 1-B-2, O.A. DANIELSON SURVEY 314 AND A PORTION OF TRACT 3-B, BLOCK 56, YSLETA GRANT SURVEY, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM C-3/SC (COMMERCIAL/SPECIAL CONTRACT) TO C-4/SC (COMMERCIAL/SPECIAL CONTRACT). THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

Pursuant to Section 20.04.360 of the El Paso City Code, the zoning of a portion of Tract 1-B-1 and 1-B-2, O.A. Danielson Survey 314 and a portion of Tract 3-B, Block 56, Ysleta Grant Survey, located in the City of El Paso, El Paso County, Texas, and as more particularly described by metes and bounds on the attached Exhibit "A", incorporated by reference, be changed from C-3/sc (Commercial/special contract) to C-4/sc (Commercial/ special contract), as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

The penalties for violating the standards imposed through this rezoning ordinance are found in Section 20.24 of the El Paso City Code.

ADOPTED this day of , 2025.

THE CITY OF EL PASO

Renard U. Johnson, Mayor

ATTEST:

Laura D. Prine, City Clerk

**APPROVED AS TO FORM:** 

Leurs Lintrich

Jesus A. Quintanilla Assistant City Attorney

## **APPROVED AS TO CONTENT:**

Philip Tiwe

Philip F. Etiwe, Director Planning & Inspections Department

PZRZ24-00037

ORDINANCE NO. HQ25-4525|Tran#605231|P&I Rezoning Ordinance Partial Lot No Conditions Gateway East Blvd. and Americas JAQ Exhibit "A"



TBPELS Firm #15313, #10194278

#### METES AND BOUNDS DESCRIPTION

REZONING PORTION OF TRACTS 1B1 & 1B2, O.A. DANIELSON SURVEY 314, AND PORTION OF TRACT 3-B, BLOCK 56, YSLETA GRANT SURVEY 36.9745 ACRES

AN ENTIRE TRACT OF LAND CONTAINING 36.9745 ACRES (1,610,609.32 SQUARE FEET), MORE OR LESS, CONTAINING A PORTION OF TRACTS 1B1 & 1B2, O.A. DANIELSON SURVEY 314, AND A PORTION OF 3-B, BLOCK 56, YSLETA GRANT SURVEY, OWNED BY IVEY PARTNERS, LTD AS DESCRIBED IN DOC #00092071853 (VOLUME 2413 PAGE 0019), LOCATED IN THE CITY OF EL PASO, EL PASO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: **COMMENCING** AT A FOUND U.S. ARMY CORPS OF ENGINEERS BRASS CAP SET IN CONCRETE STAMPED (P.B.M. #5 YEAR 1990) AS DESCRIBED IN DOC #20020033782 (VOL 4237, PAGE 0665) (SURFACE COORDINATES: N=10,637,043.20, E=444,298.40); **THENCE** TRAVELING SOUTH 40° 53' 04" EAST FOR A DISTANCE OF 2002.02 FEET (FIELD) (2,001.34 FEET R) TO A SET ½" REBAR BEING THE NORTHWESTERN CORNER OF THIS REZONING SITE (SURFACE COORDINATES: N=10,636,723.33, E=450,349.91), AND BEING THE **POINT OF BEGINNING** OF THIS DESCRIPTION,

- 1) **THENCE,** TRAVELING ALONG THE IH-10 RIGHT-OF-WAY, SOUTH 40° 53' 04" EAST, FOR A DISTANCE OF 579.84 FEET TO A FOUND TXDOT BRASS CAP;
- 2) THENCE, TRAVELING ALONG THE STATE LOOP 375 RIGHT-OF-WAY, SOUTH 21° 54' 20" EAST, FOR A DISTANCE OF 180.80 FEET TO A SET ½" REBAR;
- 3) **THENCE,** TRAVELING ALONG THE STATE LOOP 375 RIGHT-OF-WAY, SOUTH 0° 11' 43" EAST, FOR A DISTANCE OF 740.49 FEET TO A SET ½" REBAR;
- 4) **THENCE**, TRAVELING ALONG THE STATE LOOP 375 RIGHT-OF-WAY, SOUTH 19° 11' 00" WEST, FOR A DISTANCE OF 298.68 FEET TO A FOUND TXDOT ROW BRASS CAP;
- 5) **THENCE,** TRAVELING ALONG THE STATE LOOP 375 RIGHT-OF-WAY, SOUTH 41° 12' 27" WEST, FOR A DISTANCE OF 1389.09 FEET TO A FOUND ½" REBAR LOCATED AT THE SOUTHEASTERN CORNER OF THIS PROPERTY;
- 6) **THENCE,** TRAVELING NORTH 48° 43' 22" WEST, FOR A DISTANCE OF 367.45 FEET TO A SET ½" REBAR LOCATED AT THE SOUTHWESTERN CORNER OF THIS PROPERTY;
- 7) **THENCE,** TRAVELING NORTH 19° 03' 26" EAST, FOR A DISTANCE OF 442.90 FEET TO A SET <sup>1</sup>/<sub>2</sub>" REBAR;
- 8) THENCE, TRAVELING SOUTH 71° 58' 32" EAST, FOR A DISTANCE OF 436.30 FEET TO A SET ½" REBAR;
- 9) THENCE, TRAVELING NORTH 48° 25' 18" EAST, FOR A DISTANCE OF 120.44 FEET TO A SET <sup>1</sup>/<sub>2</sub>" REBAR;
- 10) **THENCE**, TRAVELING NORTH 63° 20' 25" WEST, FOR A DISTANCE OF 499.68 FEET TO A SET <sup>1</sup>/<sub>2</sub>" REBAR;
- 11) **THENCE**, TRAVELING NORTH 19° 03' 26" EAST, FOR A DISTANCE OF 1,950.49 FEET, TO THE SET ½" REBAR BEING THE NORTHWESTERN PROPERTY CORNER, AND

11385 James Watt, Suite B-13 El Paso, Texas 79936 915-351-6701 Office 915-595-2905 Fax grvies@gmail.com www.integratedengineeringsolutions.com



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## BEING THE **TRUE POINT OF BEGINNING**, CONTAINING 36.9745 ACRES (1,610,609.32 SQUARE FEET) OF LAND.

SAID TRACT CONTAINING A PORTION OF TRACTS 1B1 & 1B2, O.A. DANIELSON SURVEY 314, AND A PORTION OF 3-B, BLOCK 56, YSLETA GRANT SURVEY, CONTAINING 36.9745 ACRES (1,610,609.32 SQUARE FEET), MORE OR LESS, AND BEING SUBJECT TO ALL EASEMENTS OF RECORD. THE STATE OF TEXAS COUNTY OF EL PASO KNOW ALL MEN BY THESE PRESENTS:

That I, Jose L. Rodarte, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision WITNESS MY HAND AND SEAL in the City of El Paso, El Paso County, Texas on the date shown below.

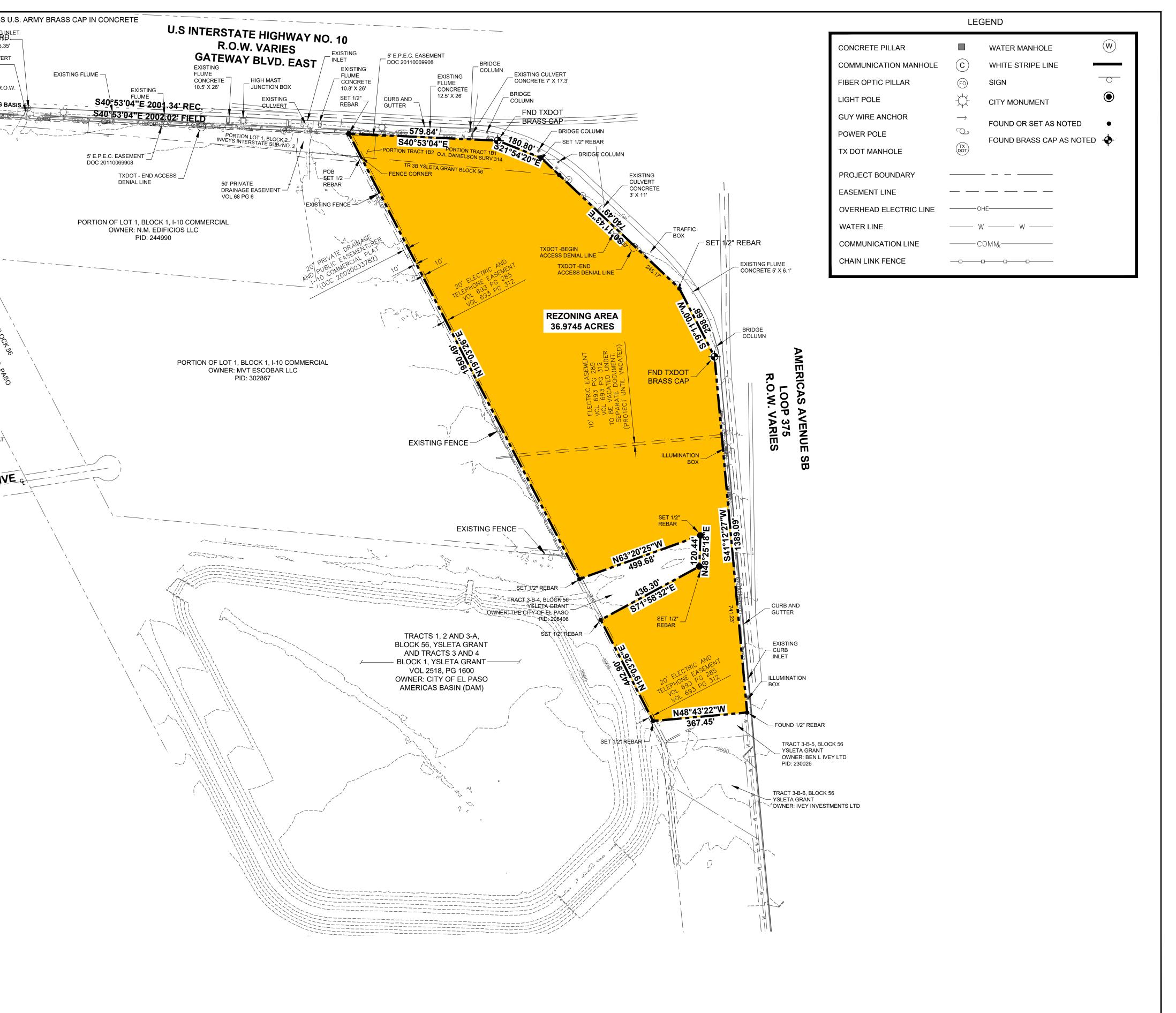


Rodit 2/24/25

Jose L. Rodarte J Registered Professional Land Surveyor

Date

VICINITY MAP         SCALE: 1"= 2000'	EXISTING FLUME CONC. 25.25' X 10.5' TRAFFIC BOX	EXISTING CULVERT CONC. 41.5' X 25' 5' INLET 13.5' X 25.35' LOT 5, BLOCK 10 I-10 INDUSTRIAL PARK REPLAT A OWNER: MESILLA VALLEY TRANSPORTATION PID: 217879 LOT 4, BLOCK 10 I-10 INDUSTRIAL PARK REPLAT A OWNER: THE CITY O PASO PID: 48805	FEL
REZONIN EXHIBI			LOT 1, BLOCK 10 I-10 INDUSTRIAL PARK REPLAT A ESCOBAR DRI 90' R.O.W.
		_	
REVISION DATE:		PLAN 9 1INCH = 2 200 0	





GRV INTEGRATED ENGINEERING SOLUTIONS LLC 11385 James Watt Dr., Suite B-13, El Paso, Texas 79936 Ph: (915) 351-6701 Fax (915) 243-6010 www.integratedengineeringsolutions.com TBPE F#15313 TBPLS F#10194278

PROJECT NUMBER : 24-026 DATE: 2/20/2025



SHEET:

1 OF 3

## Gateway Blvd. East and Americas

City Plan Commission — February 27, 2025

CASE NUMBER: CASE MANAGER: PROPERTY OWNER: REPRESENTATIVE:	<b>PZRZ24-00037</b> Jose Beltran, (915) 212-1607, <u>BeltranJV@elpasotexas.gov</u> Ivey Partners LTD CEA Group
LOCATION:	Southwest of Gateway Blvd. East and northwest of Americas Ave.
	(District 7)
PROPERTY AREA:	36.98 acres
REQUEST:	Rezone from C-3/sc (Commercial/special contract) to C-4/sc
	(Commercial/special contract)
RELATED APPLICATIONS:	PZDS25-00006 Detailed Site Plan Application
PUBLIC INPUT:	Received an email in support as of February 20, 2025

**SUMMARY OF REQUEST:** The applicant is requesting to rezone the subject property from C-3/sc (Commercial/special contract) to C-4/sc (Commercial/special contract) to allow for a general warehouse.

**SUMMARY OF STAFF'S RECOMMENDATION:** Staff recommends **APPROVAL** of the request. This recommendation is based on the proposed zoning district's compatibility with commercial uses in the surrounding area and is consistent with *Plan El Paso*, the City's adopted Comprehensive Plan and the G-4, Suburban (Walkable) future land use designation.

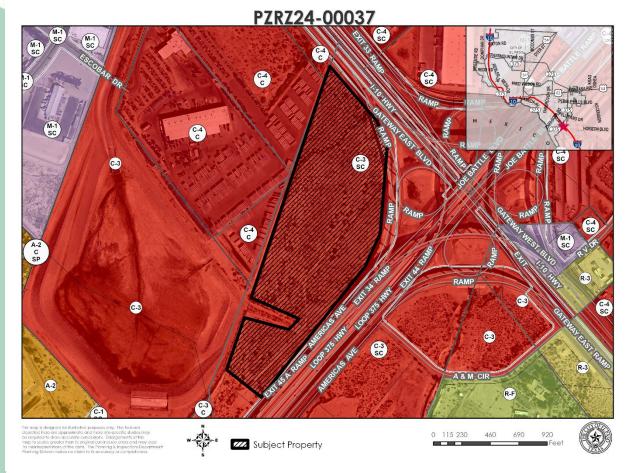


Figure A. Subject Property & Immediate Surrounding

**DESCRIPTION OF REQUEST:** The applicant is requesting to rezone the subject property from C-3/sc (special contract) to C-4/sc (Commercial/special contract) to allow for the proposed use of a general warehouse. The subject property is approximately 36.98 acres in size. An accompanying Detailed Site Development Plan shows the proposed 502,661 square feet general warehouse providing code compliant parking and landscaping. Access to the subject property is proposed from Gateway Boulevard East and Americas Avenue.

**PREVIOUS CASE HISTORY:** On May 1, 1979, City Council approved of the rezoning of Parcel 3 to C-3 (Commercial) by Ordinance No. 6567 (Attachment 3) and placed the following applicable condition on the subject property:

1. No development of any kind will be done on any parcel of the property until complete and detailed site development and architectural plans of the proposed development on such parcel have been submitted by First Parties and approved by the City Plan Commission of the City of El Paso.

*Note: Condition will be satisfied by Detailed Site Development Plan application PZST25-00006.* 

**COMPATIBILITY WITH NEIGHBORHOOD CHARACTER:** The proposed rezoning is consistent with adjacent commercial uses within the area. To the north is Interstate 10 and to the east is Highway Loop 375. To the south there are vacant lots zoned C-3/c (Commercial/conditions) and to the west there are properties consisting of general warehouses, vacant lots, and ponding area zoned C-3 (Commercial) and C-4/c (Commercial/conditions). The nearest school is Del Valle High School located 1.73 miles away and the nearest park is Feather Lake Park located 1.37 miles away.

COMPLIANCE WITH PLAN EL PASO/REZONING POLICY – When evaluating whether a		
proposed rezoning is in accordance with Plan	El Paso, consider the following factors:	
Criteria	Does the Request Comply?	
<ul> <li>Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property:</li> <li><u>G-4, Suburban (Walkable)</u>: This sector applies to modern single use residential subdivisions and office parks, large schools and parks, and suburban shopping centers. This sector is generally stable but would benefit from strategic retrofits to supplement the limited housing stock and add missing civic and commercial uses.</li> </ul>	Yes. The proposed commercial development is in character with the future land use designation of <i>Plan El Paso</i> .	
Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site: C-4 (Commercial) District: The purpose of these districts is to provide for locations for the most intensive commercial uses intended to serve the entire city. It is intended that the district regulations permit heavy commercial uses characterized by automotive and light warehousing. The regulations of the districts are intended to provide a transition from general business areas to industrial and manufacturing uses, and to accommodate major locations of commerce, service and employment activities.	Yes. The proposed C-4 (Commercial) zoning district will provide for the integration of the proposed general warehouse with adjacent C-4 (Commercial) and C-3 (Commercial) zoning districts.	
<b>Preferred Development Locations:</b> Located along an arterial (or greater street classification) or the intersection of two collectors (or greater street classification). The site for proposed rezoning is not located mid-block, resulting in it being the only	Yes. The subject property is located along Gateway Boulevard East and Americas Avenue which are designated as a major arterial and a freeway, respectively, in the City of El Paso's Major Thoroughfare Plan (MTP). The classification of these roads is appropriate for commercial development.	

COMPLIANCE WITH PLAN EL PASO/REZONING POLICY – When evaluating whether a	
proposed rezoning is in accordance with <i>Plan El Paso</i> , consider the following factors:	

property on the block with an alternative zoning district, density, use and/or land use.PROPERTY AND SURROUNDING PROPERTY, AFTER PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.None. The proposed development is not within any historic districts or study area plan boundaries.Potential Adverse Effects: requested rezoning.The proposed development is not anticipated to pose any adverse effects on the community.Natural Environment: Anticipated effects on the natural environment.The subject property does not involve any greenfield/environmentally sensitive land, or arroyo disturbance.Stability: Whether the area is stable or in transition.This area has been stable with no rezonings in the past 10 years.			
THE PROPOSED ZONING DISTRICT'S EFFECT ON THE EVALUATING THE FOLLOWING FACTORS:PROPERTY AND SURROUNDING PROPERTY, AFTER PROPERTY AND SURROUNDING PROPERTY, AFTER Protection of the special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.None. The proposed development is not within any historic districts or study area plan boundaries.Potential Adverse Effects: requested rezoning.None. The proposed development is not anticipated to pose any adverse effects on the community.Natural environment.The subject property does not involve any greenfield/environmentally sensitive land, or arroyo disturbance.Stability: Whether the area is stable or in transition.This area has been stable with no rezonings in the past 10 years.	property on the block with an alternative zoning		
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requested rezoning.       The subject property does not involve any greenfield/environmentally sensitive land, or arroyo disturbance.         Stability: Whether the area is stable or in transition.       This area has been stable with no rezonings in the past 10 years.	Potential Adverse Effects: Potential adverse effects	The proposed development is not anticipated to pose	
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Casiaasanamia & Dhysical Canditians, Any shangad Nana			
socioeconomic & Physical Conditions: Any changed None.	Socioeconomic & Physical Conditions: Any changed	None.	
social, economic, or physical conditions that make the			
existing zoning no longer suitable for the property.	existing zoning no longer suitable for the property.		

**ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE:** Access to the subject property will be from Gateway Boulevard East and Americas Avenue. Gateway East Boulevard is classified as a major arterial and Americas Avenue is classified as a freeway on the City of El Paso's Major Thoroughfare Plan (MTP) and is appropriate for commercial development. A five-foot (5') sidewalk will be provided along Gateway East Boulevard and Americas Avenue abutting the subject property, pending Texas Department of Transportation (TxDOT) approval. There are currently no bus stops located within walkable distance (0.25 miles) of the subject property. The closest bus stop is located 1.26 miles to the west along North Loop Drive.

**SUMMARY OF DEPARTMENTAL REVIEW COMMENTS:** No adverse comments were received from the reviewing departments.

**PUBLIC COMMENT:** The subject property lies within the boundaries of the Mission Valley Civic Association and the Corridor 20 Civic Association that were notified of the of the rezoning by the applicant. Public notices were sent to property owners within 300 feet on February 14, 2025. As of February 20, 2025, the Planning Division has received one (1) letter via email in support of the request from the Mission Valley Civic Association.

**RELATED APPLICATIONS:** A Detailed Site Development Plan application (PZDS25-00006) is running concurrently with this rezoning request for the proposed use of a general warehouse in the proposed C-4/sc (Commercial/special contract) zoning district.

**CITY PLAN COMMISSION OPTIONS:** The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

- 1. **Recommend Approval** of the rezoning request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan. (Staff Recommendation)
- 2. **Recommend Approval of the rezoning request With Modifications** to bring the request into conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.

3

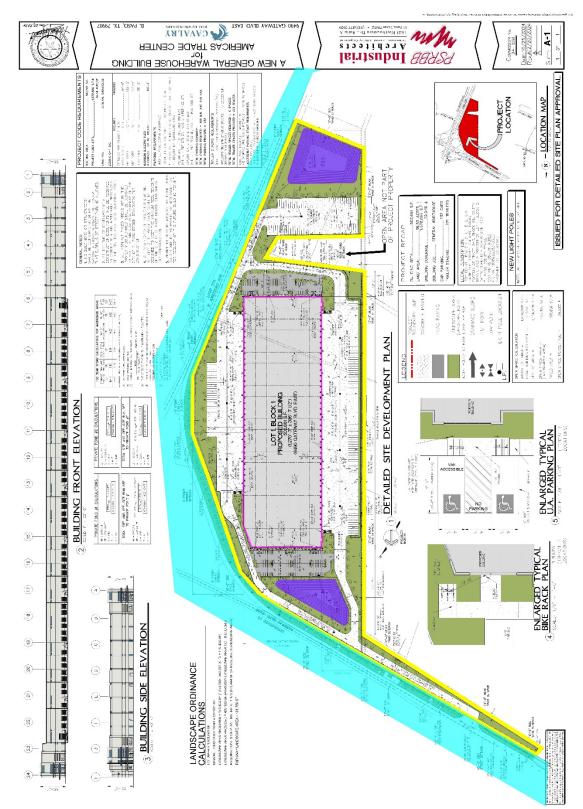
3. **Recommend Denial** of the rezoning request, finding that the request does not conform to the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.

4

#### ATTACHMENTS:

- 1. Future Land Use Map
- 2. Detailed Site Plan
- 3. Ordinance No. 6567
- 4. Department Comments
- 5. Neighborhood Notification Boundary Map
- 6. Letter via Email in Support





6567

Belle Sing !

1.4

1.1 AN ORDINANCE CHANGING THE ZONING O TRACTS 1A AND 2, O. A. DANIELSON SURVEY #314; PORTION OF TRACT 1B1 . A. DANIELSON SURVEY #314 AND PORTION OF TRACT 3B BLOCK 56, YSLETA GRANT; LOT 1 BLOCK 1, A & ADDITION; PORTION OF LOTS 1 AND 2, BLOCK 2, A & M ADDITION, AND PORTI OF TRACTS 2B AND 2C, BLOCK 1, YSLE GRANT; PORTION OF LOTS 1 AND 2, BL ARANT; PORTION OF LOTS 1 AND 2, BL 2, A & M ADDITION AND PORTION OF T 1A AND 2A, BLOCK 1, AND TRACT 18, 2, YSLETA GRANT; PORTION OF TRACTS 2B, AND 2C, BLOCK 1, YSLETA GRANT; TION OF TRACT 2A, BLOCK 1, YSLETA PORTION OF TRACTS 1A AND 2A, BLOCK AND ALL OF TRACTS 4A AND 5, BLOCK CTS LOCK POR-2A . RANT : YSLETA GRANT; PORTION OF TRACT 2A, L, YSLETA GRANT; TRACTS 7B AND 8F, 2, YSLETA GRANT, THE PENALTY BEING PROVIDED IN SECTION 25-10 OF THE E BLOCK BLOCK AS PASO CITY CODE HE IT ORDAINED BY THE CITY COUNCEL OF THE CITY F EL PASO dia 1 That the zoning of Tracts 1A and 2, 0. A. anielson Survey #314; a portion of Tract 1B1, O. A. Danielson S rvey #314 and # portion of Tract 3B, Block 56, Ysleta Grapt; Lo 1, Block 1 A & M Addition, portion of Lots 1 and 2, Block , A & M Addition. and a portion of Tracts 2B and 2C, Block 1; Yslata Grant; portion of Lots 1 and 2, Block 2, A & M Addition and a portion of Tracts 18 and 2A, Block 1, and Tract 18, Block 2; Veleta Grant; portion of Tracts 2A, 2B and 2C, Block 1, Ysleta Granty portion of Tract 2A, Block 1, Veleta Grant; portion of Tracts 1A and 2A, Block 1, and all of Tracts 4A and 5, Block 2, Ysleta Grant; portion of Tract 2A, Block 1, Ysleta Grant; Tracts 7B and 8F, Blick 2, Ysleta Grant, as more particularly described below, be changed to A-2 (Apartment), A-O (Apartment Professional Office), C-3 (Conneccial) and C-4 (Commercial) within the meaning of the zoning ordinance, and the zoning map of the City of El Parts be revised accordingly. Parcel 1 from R-3 (Residential) to C-4. (Commercial 116.872 acres of land consisting of Tracts 1A and 2, O. A. Danielson Survey No. 314, City of El Paso, El Paso County, Rexas and being more particularly described by metes and bounds as follows: 78-4230 MAY 2 - 1979 SPARTME

Beginning at the most northerly common corner of O. A. Danielson Surveys No. 314 and 315;

THENCE along the westerly boundary of said Survey No. 315, South 90°33'11" East a distance of 111.95 feet to the TRUE POINT OF BEGINNING of this description;

THENCE continuing along the westerly boundary of said Survey No., 315, South 00°33'11" East a distance of 1960.34 feet to a point on the northeaster y right-of-way line of Interstate 10;

THENCE along the northeasterly right-of-way line of Interstate 10 the following seven courses: Interstate 10 the following seven courses:

South 87°03'22" West a distance of 37°44 feet, ~ North 68°35'33" West a distance of 86'18 feet, North 44°01'40" West a distance of 1354.19 feet, North 45°48'09" East a distance of 49.84 feet, North 44°00'33" West a distance of 710.56 feet, North 42°49'14" West a distance of 460.81 feet, North 41°36'00" West a distance of 16'3.87 feet to its intersection with the north boundary of said Survey No. 314: No. 314;

Norsh 89°59'59" East a distance of 2141.48 feet to a point;

THENCE along the southwesterly property line of Tract 1D, O. A. Danielson Survey No. 314, South 43°57"53" East a Mistance of 1559,57 feet to the TRUE POINT OF BEGINNING.

#### FR &R.3

Parcel 3, from C-1 (Commercial) to C-3, (Commercial)

47.789 acres of land consisting of a portion of Tract 1B1, Q. A. Danielson Survey No. 314 and a portion of Tract M. Block 56, Ysleta Grant, City of 21 Paso, El Paso County, Texas and being more fully described by metes and bounds as follows:

Beginning at a point on the northeasterly boundary of the Ysleta Grant for the most easterly contant corner of Tracts 3A and 3B of said Block 56;

THENCE along the common boundary between and Survey No. 314 and Brock 56, Ysleta Grant, South 41°1'00" East a distance of 960.67 feet to the TRUE POINT OF BEGINNING of this description;

THENCE along the westerly night-of-way line of the inter-section of Interstate 10 and Americas Avenue, South 02° 43'41" Best a distance of 556.66 feet to a point;

THENCE along the northwesterly right-of-way line of the Americas Avenue, the following four courses:

-2

8

South 17°33'01" We	st a distance of	6418 feet,
South 38"09'29" We	st a distance of	399.37 feet,
weilt 38°09'35" Wei	st a distance of	400.14 feet,
South 38°09'35" Wei South 38°10'05" Wei	st distance of	1503.10 feet
to a point;		201

THENCE North 06°49'55" West a distance

a point;

THENCE North 37°42'05" East a distance of 13.16 feet to a point,

Sta Crevel

A sugar

28

Sector ?

64 m 1

THENCE North 16°05'02" East a distance of 258.72 feet to a point;

THENCE North 15°59'23" East a distance of 1491.10 feet to a point on the southwesterly right-of-way line of Interstate 10;

THENCE South 44°42'25" East a distance of 701.24 feet to a point;

THENCE continuing along the southwesterly right-of-way line of Interstate 10, South 33°09'58" East a distance of 147.30 feet to a point;

THENCE along the westerly right-of-way line of the intersection of Interstate 10 and Americas Avenue South 02°43'41" East a distance of 270.88 feet to the TRUE POINT OF BEGINNING.

## Parcel 5, from F-R (Farm Ranch) to C-3 (Commercial)

Lot 1, Block 1, A & M Addition, City of El Paso, El Paso County, Texas containing 7,862 acres.

Parcel 6A from F-R (Farm Rench) to C-3 (Commercial)

Being the description of 47.375 acres of land consisting of a portion of Lot 1 and Lot 2, Block 2, A & M Addition and a portion of Tract 2B and 2C, Block 1, Ysleta Grant, City of El Paso, El Paso County, Texas and being more particularly described by mates and bounds as follows:

Beginning at a point, said point being the intersection of the easterly right-of-way line of Americas Avenue with the curb return of the southerly right-of-way line of A & M Circle;

THENCE along said southerly right-of-way line 31.42 feet along the arc of a curve to the right and having a radius of 20.00 feet, a central angle of 90°00'00' and a chord which bears North 83°06'15' East a distance of 28.28 feet to a point;

THENCE the following two courses along said right-of-way lines.

South 51°53'45" East a distance of 557.36 feet to a point for a curve, 35.52 feet along the arc of a curve to the right having a radius of 30 00 feet, a central angle of 67°50'45", and a chord which beart South 17° 58'23" East a distance of 33.48 feet to a point lying on the westerly right-of-way line of Research Drive,

THENCE the following three courses along fid right-of way line:

South 15°57'00" West & distance of 211.83 feet to a point for a curve;

9

14.25

A Street

×.

12 262.14

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307.16 feet along the arc of a curve to the left, having a radius of 445.00 feet, a central angle of 39°32'54" and a chord which bears south 03°49'27" East a distance of 301.10 feet to a print; South 23°35'54" East a distance of 683.80 feet to a point;

THENCE South 66°24'06" West a distance of 1220.59 feet to a point;

S. Martin

THENCE North 51°53'45" West a distance of 954.09 feet to a point lying on the easterly right-of-way line of Americas Avenue;

THENCE North 38°06'15" East along said right-of-way line a distance of 1820.15 feet to the POINT OF BEGINNING.

### Parcels 68 and (7B) from F-R (Farm Ranch) to A-2 (Apartment)

290.929 agres of land, consisting of a portion of Lot 1 and 2, Block 2, A & M Addition, a portion of Tract 1A and Tract 2A, Block 1, and Tract 1B, Block 2, Ksleta Grant, City of El Paso, El Paso County, Texas an being more fully described by metes and bounds as follows:

Beginning at the common corner of Block 1 and 56, Ysleta Grant with Block 5 of the Socorro Grant;

THENCE South 37°46'16" West along the compon line of Block 1, Ysleta Grant with Block 5, Socorio Grant a distance of 3330.36 feet to a point lying on the northerly right-of-way line of the Mesa Drain;

THENCE North 39°44'00" West along said right-of-way line a distance of 3397.05 feet to a point;

THENCE North 38°06'15" East a distance of 2987.70 feet to a point;

THENCE South 51°53'45" East a distance of 547.17 feet to a point;

THENCE North 66°24'06" East a distance of 1220.59 feet to a goint lying on the southerly right-o -way line of Research Drive;

THENCE South 23°35'54" East along said right-of-way line a distance of 1594.29 feet to a point;

THENCE North 66°24'06" East a distance of 45.00 feet to a point lying on the centerline of said Research Drive;

THENCE South 49°36'56" East a distance of 720.64 feet to a point;

THENCE South 15°57'00" West a distance of 496.74 feet to a point;

THENCE South 70°57'00" West a distance of 289,17 feet to the POINT OF BEGINNING of this description.

Parcel 7A, from F-R (Farm Ranch) to A-O (Apartment Professional Office)

27.500 acres of land consisting of portion of Tracts 2A, 2B and 2C, Block 1, Yslsta Grant, City of El Paso, El Paso County, Texas and being more fully described by meter and bounds as follows:

Beginning at the intersection of the northerly right-ofway line of Mesa Drain with the easterly right-of-way line of Americas Avenue;

THENCE North 38°06'15" East along the east rly right-ofway line of Americas Avenue a distance of 900.00 feet to a point;

THENCE South 51°53'45" East a distance of 06.92 feet to a point?

THENCE South 38°06'15" West a distance of 987.70 feet to a point lying on the northerly right-of-way line of the Mesa Drain;

THENCE North 39°44'00" West a distance of 116.26 feet to the POINT OF BEGINNING of this description

## Parcel 8A from F-R (Farm Ranch) to C-3 (Commercial)

10.000 acres of land consisting of a portion of Tract 2A, Block 1, Ysleta Grant, City of El Paso El Paso County, Texas and being more fully described by metes and bounds as follows:

Beginning at the point of intersection of ortherly right-of-way line of North Loop Road and the easterly right-of-way line of Americas Avenue;

THENCE along the easterly right-of-way line of Americas Avenue the following two courses:

North 50°58'37" East a distance of 50.60 feet; North 38°08'13" East a distance of 26.61 feet to a point lying on the southerly rig t-of-way line of Mesa Drain;

THENCE South 39°44'00" East along said right-of-way line a distance of 559.40 feet up a point;

THENCE South 38°08'15" West a distance of 21.40 feet to a point lying on the northerly right-of-way line of North Loop Roads

THENCE North 44°29'00" West along said right-of-way line a distance of 664.32 feet to the FOINT OF BEGINNING.

#### Parcel 8B, from F+R (Farm Ranch) to A-2 (Apartment)

36.632 acres of land consisting of portions of Tracts 1A and 2A, Block 1, and all of Tracts 4A and 5, Block 2, Ysleta Grant, City of El Paso, El Paso pounty, Texas and being more fully described by metes and bounds as follows: South 42°16'15" West a distance of 390.36 feet, South 50°51'10" West a distance of 395.75 feet to a point,

THENCE along the northeasterly right-of-way line of North Loop Road North 44°29'00" West a distance of 220.98 feet to the POINT OF BEGINNING.

#### Parcel 11B, from F-R (Farm Ranch) to A-2 (Apartment)

5.969 acres of land consisting of Tracts 78 and 8F, block 2, Ysleta Grant, City of El Paso, El Paso County, Texas and being more fully described by mates and bounds as follows:

Beginning at the point of intersection of the southwesterly right-of-way line of North Loop Road and the southeasterly right-of-way line of Americas Avenue;

THENCE along the southwesterly right-of-way line of North Loop Road South 44°29'00" East a distance of 519.00 feet to the TRUE POINT OF BEGINNING of this description;

THENCE continuing along the southwesterly right-of-way line of North Loop Road South 44°29'00" East a distance of 433.40 feet to a point,

THENCE along the westerly property line of Tracts 8D and 7A of said Block 2 South 32°13'00" West a distance of 387.10 feet to a point;

THENCE along the northerly property line of Tract 7A, North 81°10'30" West a distance of 283.50 feet to a point;

THENCE along the northerly property line of Tract 3B the following two courses:

North 64°16'00" West a distance of 24.18 feet, North 47°53'00" West a distance of 10.10 feet to a point;

THENCE along the northeasterly property line of Tract 11A, North 02°41'00" West a distance of 167.20 feet to a point;

THENCE along the southerly property line of Tract 8A the following three courses:

South 52°26'00" East a distance of 160.00 feet, South 84°48'18" East a distance of 199.13 feet, North 30°31'00" East a distance of 400.00 feet

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Beginning at the common southeasterly corier of Block 1 and 2. Ysleta Grant, which also lies on the northwesterly boundary of Block 5, Socorro Grant;

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THENCE along the southerly boundary of said Block 1, North 83°05'00" West a distance of 366.46 feet to a point;

THENCE along the southwesterly right-of-wy line of Mesa Drain North 39°40'00" West'a distance of 62.70 feet to the TRUE POINT OF BEGINNING of this description;

THENCE South 32°02'00" West a distance of 688.44 feet to a point:

THENCE along the northerly right-of-way line of North Loop Road North 38°15'59" West a distance of 6.6.04 feet to a point;

THENCE around the boundary of Tract 4B, B bck 2, Ysleta Grant, the following three courses:

North 70°23'11" East a distance of 211.49 feet, North 63°35'02" West a distance of 2.4.97 feet, South 32°29'00" West a distance of 113.35 feet to a point.

THENCE along the northerly right-of-way line of North Loop Road North 38%15'59" West a distance of 611.70 feet to a point;

THENCE continuing along the northerly right-of-way line of North Loop Road North 44°29'00" West a distance of 1077.84 feet to a point;

THENCE North 38°08'15" East a distance of 721.40 feet to a point lying on the southerly right-of-way line of Mesa Drain;

THENCE along the southerly right-of-way line of Mesa Drain, South 39°44'00" East a distance of 2487.5 feet to the TRUE POINT OF BEGINNING.

# Parcel 9, from P-R (Farm Ranch) to C-3 (Commercial)

5.588 acres of land, being a portion of Tract 2A, Block 1, Ysleta Grant, City of El Paso, El Paso County, Texas and being more fully described by metes and bounds as follows:

Beginning at the most westerly corner of taid Tract 2A, being also the intersection of the northesterly rightof-way line of North Loop hoad and the sortheasterly right-of-way line of Bryan Road;

THENCE along the southeasterly right-of-way line of Bryan Road, North 36°47'00" East a distance of 124.31 feet to a point;

THENCE along the southeasterly right-of-way line of Mesa Drain, South 39°44'00" East a distance of 362.18 feet to a point;

THENCE along the northwesterly right-of-wey line of Americas Avenue, the following two courses:

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THIS CONTRACT, made this 26<sup>th</sup> day of <u>April</u>, 1979, by and between IVEY INVESTMENTS, LTD., a Texas Limited partnership, and DAVIS HOLDMAN, First Parties, and the CITY OF EL PASO, Second Party, witnessath:

CONTRACT

First Parties have applied to the City of El Paso for rezoning of certain property located in the sity and County of El Paso, State of Texas, such property being more particularly described in Ordinance No. <u>6567</u>, now pending before the City Council of the City of El Paso, a copy of which is attached hereto, marked Exhibit "A" and made a part hereof by reference. To remove certain objections to such rezoning, First Parties covenant that if the property is rezoned as indicated in the attached ordinance, it shall be subject to the following restrictions, conditions and covenants:

1. No development of any kind will be done on any parcel of the property until complete and detailed site development and architectural plans of the proposed development on such parcel have been submitted by First Parties and approved by the City Plan Commission of the City of El Paso.

2. No building permits will be issued for construction on parcel numbers 6B, 7A, 7B, 8B and 11B is Exhibit "A" attached hereto, until a subdivision map of the parcel upon which construction is to be performed has been approved by the City Plan Commission of the City of El Paso and files for record.

3. The total number of dwelling units to be constructed on the portions of the property which are zoned A-2 and are described as parcel numbers 6B, 7B, 8B and 11B in Exhibit "A" attached hereto, shall not exceed 1500 units, notwithstanding the maximum number permitted under A-2 zoning. The term "dwelling mmit" as used herein shall mean: one or more mabitable rooms, including kitchen facilities, designed for oc-

current by one family for living and sleeping purposes.

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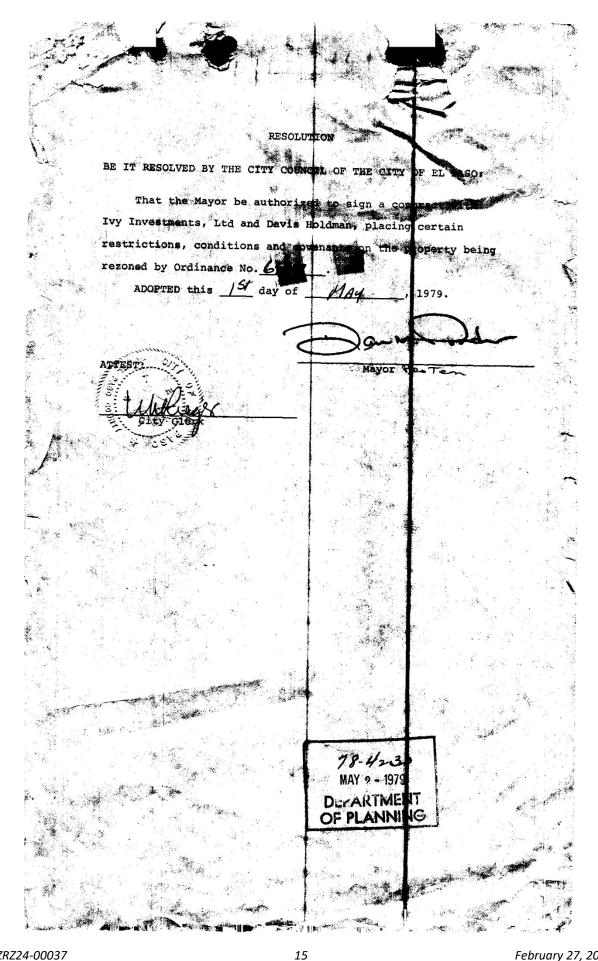
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MAY 2-DEPART

OF PLANNING

AFN



THE STATE OF TEXAS COUNTY OF EL PASO

BEFORE ME, the undersigned authority, on this day personally appeared JOHN P. IVEY, General Partner of IVEY INVESTMENTS, LTD., a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act of of said partnership, for the proposes and consideration therein expressed, and in the spacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 26 th day of (1997).

Guadalape lotary Public : and for Paso County, Texas

THE STATE OF TEXAS

BUACKLUFL AIG , A D Public the aud for El Paso county, Texas He commission expires CLCE 27. 19-

COUNTY OF EL PASO

of

BEFORE ME, the undersigned authority, on this day personally appeared DAVIS HOLDMAN, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24 TL day

Mary Public in and for El Paso County, Texas

> QUALALUPE RICS, Rotary Public in and for El Paso county: Texas

THE STATE OF TEXAS

COUNTY OF EL PASO

BEFORE ME, the undersigned authority, on this day personally appeared M, Gnce n, Mayor n, Ten of the City of El Paso, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged before me in my county aforesaid that he had executed the same for the purposes and consideration and in the capacity therein expressed, and as the act and deed of the City of El Paso.

GIVEN UNDER MY HAND AND SEAL OF OFFICE thi -, 1979. of ma Notary Public in . 2 a fo El aso County, Te as D. OFPLA 1.100 - 3-

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Thence, along said northerly proposed right-of-way line, North 51° 01'03.50" East, a distance of 396.68 feet to a point of deflection;

Thence, along said northerly proposed right-of-way line, North 42°26'08.50 East, a distance of 401.01 feet to a point on the westerly right-of-way line of Mesa Drain;

Thence, along said westerly right-of-way line of Mesa Drain, South 39<sup>4</sup> 44'00" East, a distance f 35.13 feet to a point on the northerly existing righ-of-way line of Loop 375;

Thence, along said northerly existing right-of-way line, South 42°26'08.50" West, a distance of 399.60 feet to a point of deflection;

Thence, along said northerly existing r ght-of-way line, South  $51^{\circ}01'03.50^{\circ}$  West, a distance of 395.95feet to a point on the easterly right-of-way line of F.M. Highway 76 and to the true point of beginning, containing an area of 0.640 of an acre of land, more or less.

It is expressly agreed and understood that this is a partial release and the same shall in no wise release, affect or impair said contract against any other property in said instrument mentioned.

WITNESS THE POLLOWING SIGNATURES AND SEAL:

Mayor

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APPROVED AS TO FORM:

Churca Cullin - Ganny Assistant City Attorney

APPROVED AS TO CONTENT:

Ja Department of Planning, Research and Development

No.

SIGNATURES CONTINUED ON NEXT PAGE

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States and States and States and Start smaller ? 1.0 14 THE STATE OF TEXAS COUNTY OF EL PASO ) This instrument was acknowledged before me on this Z day of And the City of El Paso, Texas. as Public, Texas Notary tate of My Commission Expires: 0/30/8V BILLIE JEAN BRANHAM Public Notary STATE O TCG1:012 p. 🥐 Comm. 24 2 Sec. Str.

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#### CONTRACT

THIS CONTRACT, made this 2 day of <u>April</u>, 1979, by and between IVEY INVESTMENTS, LED., a Texas limited partnership, and DAVIS HOLDMAN, First Barties, and the CIZ OF EL PASO, Second Party, witnesseth:

First Parties have applied to the City of El P so for rezoning of certain property located in the City an County of El Paso, State of Texas, such property being more particularly described in Ordinance No. 6547, now pending before the City Council of the City of El Paso, a copy of which is stached hereto, marked Exhibit "A" and made a part hereof by reference. To remove certain objections to such resoning, Pirst Parties covenant that if the property is resoned as indicated in the attached ordinance, it shall be subject to the following restrictions, conditions and covenants:

1. No development of any kind will be done on any parcel of the property until complete and detailed site development architectural plans of the proposed development in such passel have been submitted by First Parties and approved by the City Plan Commission of the City of El Paso.

2. No building permits will be issued for contruction on parcel numbers 6B, 7A, 7B, 8B and 11B in Exhibit A" attached hereto, until a subdivision map of the parcel upon wich construction is to be performed has been approved by the City Plan Commission of the City of El Pasc and filed for record.

3. The total number of dwalling units to be constructed on the portions of the property which are zoned A-2 and are described as parcel numbers 6B, 7F, 8B and 11B in Excludit "A" attached hareto, shall not exceed 1500 units, notwithstanding the maximum number permitted under A-2 zoning. The term "dwalling unit" as used herein shall mean: one or more habitable rooms, including kitchen facilities, designed for occupancy by one family for living and sleeping purpose.

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STATE OF CAAS

PARTIAL RELE

This Partial Release of Contract is executed this May \_\_\_\_\_\_, 1991, by the CITY OF E PASO, witness: wHEREAS, by Contract dated April 26, 1979, "ecorded in Volume 989, Page 900, Real Property Records of El Paso County, Texas, a copy of which is attached hereto, marked Exhibit "A" and made a part hereof by reference, IVEY INVESTMENTS, LTD, a Texas limited partnership, and DAVIS HOLDMAN, and the CITY OF EL PASO, entered into a contract in connection with the rezoning of property more particularly described in Ordinance No. 6567, which placed certain restrictions, conditions and Covenants on such property; and

WHEREAS, Exhibit "A" was amended by a contract amendment on January 31, 1989, a copy of which is attached hereto, marked Exhibit "B" and made a part hereof by reference, and

WHEREAS, the City of El Paso now desires to release a parcel of the property described in the April 26, 1979 contract and the January 31, 1989 contract amendment, if applicable, from the contract conditions because the parcel is being acquired for the widening of North Loop Road;

NOW, THEREFORE, the City of El Paso hereby releases the following described parcel from the restrictions, conditions and covenants contained in the above-referenced contract and contract amendment, which are attached hereto as Exhibit "A" and Exhibit "B":

Parcel No. 210: a 0.231 acte parcel of land, more or less, out of a portion of Tract 2D, Block 1, Ysleta Grant, City of El Paso, El Paso County, Texas, being more

ase # 78-4230 to est amend 1-31-89

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part ularly described by metes and bounds in At Chment 1, which is attached hereto and made a part hereof for all purposes,

It is expressly agreed and understood that this is a Partial. Release and the same shall in no wise release, affect or impair the April 26, 1979 contract and January 31, 1989 contract amendment against any other property which is described in Exhibit "A" and Exhibit "B".

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

THE CITY OF EL PASO

Mayor .

ATTEST:

Clerk

APPROVED AS TO FORM:

Chercoa Cullen -DAMO Assistant City Attorney

APPROVED AS TO CONTENT:

flanning, Dep artment of Research and Development

(Acknowledgement Dn Following Page)

STATE OF XAS COUNTY OF EL PASO ) This instrument was acknowledged before me on this  $\frac{24^{HL}}{May}$  day  $\frac{May}{May}$ , 1991, by SUEAMNE 9. ASAR, as Mayor of the ARVES E JONES Report of the PLO-TEM of <u>May</u> City of El Paso. Notary Public Notary's Name State of Texas Printed: OFFICIAL SEAL KATHRYN A. MURPHY NOTARY PUBLIC In and for the State of Texas My sommission expires 2-11-B: Notary's Commission Expires: 0. TCG4/PARCE210.REL 3

#### RESOLUTION

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BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to execute a Partial Release whereby the CITY OF EL PASO releases Parcel No. 210 from the April 26, 1979 contract, between the CITY OF EL PASO and IVEY INVESTMENTS, LTD., a Texas limited partnership, and DAVIS HOLDMAN, whereby certain restrictions, conditions and covenants were placed on a portion of Tract 2D, Block 1, Ysleta Grant, City of El Paso, El Paso County, Texas.

ADOPTED this 2/ day of Ma 1991. Mayor Stan

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ATTEST:

Lenter

City Clerk

APPROVED AS TO FORM:

Assistant City Attorney

TCG4/PARCE210.RES

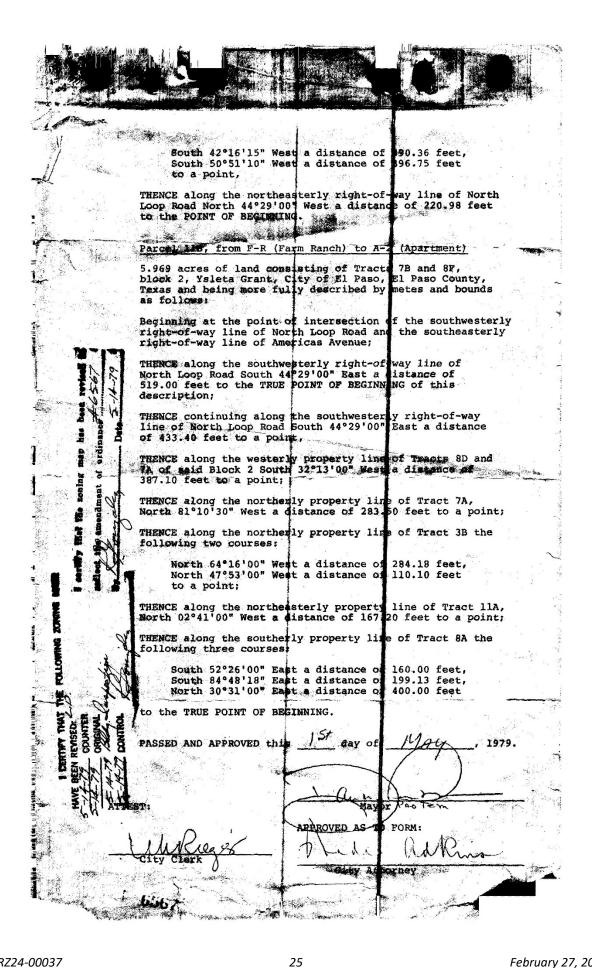
This contract is a restriction, condition and covenant running with the land and a charge and servicude thereon; and shall bind First Parties and their successors in title. Any future conveyance of the land shall contain this restriction, condition and covenant and shall embody this agreement by express reference.

The City may enforce this agreement by injunction or any other legal or equitable remeay. The City Council of the City of El Paso may release the above restriction, conditions and covenants in its discretion without the consist of any third person who may be benefited thereby.

WITNESS the following signatures and set1:

IVEY INVESTMENTS, L linited partnersh Texas D. а By Ivey, hn

THE CITY OF EL ATTEST. B APPROVED AS TO FORM: X Attorn 78. - 3 MAY DEP/ OF P



STATE OF XAS

PARTIAL RELEASE

This Partial Release of Contract is executed this May \_\_\_\_\_\_, 1991, by the CITY OF EL PASO, witness: wHEREAS, by Contract dated April 26, 1979, recorded in Volume 989, Page 900, Real Property Records of El Paso County, Texas, a copy of which is attached hereto, marked Exhibit "A" and made a part hereof by reference, IVEY INVESTMENTS, LTD., a Texas limited partnership, and DAVIS HOLDMAN, and the CITY OF EL PASO, entered into a contract in connection with the rezoning of property more particularly described in Ordinance No. 6567, which placed certain restrictions, conditions and covenants on such property; and

WHEREAS, Exhibit "A" was amended by a contract amendment on January 31, 1989, a copy of which is attached hereto, marked Exhibit "B" and made a part hereof by reference, and

WHEREAS, the City of El Paso now desires to release a parcel of the property described in the April 26, 1979 contract and the January 31, 1989 contract amendment, if applicable, from the contract conditions because the parcel is being acquired for the widening of North Loop Road;

NOW, THEREFORE, the City of El Paso hereby releases the following described parcel from the restrictions, conditions and covenants contained in the above-referenced contract and contract amendment, which are attached hereto as Exhibit "A" and Exhibit "B":

Parcel No. 210: a 0.231 acre parcel of land, more or less, out of a portion of Tract 2D, Block 1, Ysleta Grant, City of El Paso, El Paso County, Texas, being more

use # 78-4230 - Theat amend 1-31-89

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part ularly described by metes and bounds in At the herent 1, which is attached hereto and made a part hereof for all purposes,

It is expressly agreed and understood that this is a Partial Release and the same shall in no wise release, affect or impair the April 26, 1979 contract and January 31, 1989 contract amendment against any other property which is described in Exhibit "A" and Exhibit "B".

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

THE CITY OF EL PASO

ATTEST:

APPROVED AS TO FORM:

Chillen - Chiney Assistant City Attorney

APPROVED AS TO CONTENT:

Planning, Department of Research and Development

(Acknowledgement On Following Page)

27

PZRZ24-00037

#### RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to execute a Partial Release whereby the CITY OF EL PASO releases Parcel No. 210 from the April 26, 1979 contract, between the CITY OF EL PASO and IVEY INVESTMENTS, LTD., a Texas limited partnership, and DAVIS HOLDMAN, whereby certain restrictions, conditions and covenants were placed on a portion of Tract 2D, Block 1, Ysleta Grant, City of El Paso, El Paso County, Texas.

ADOPTED this  $\underline{Q}$  day of  $\underline{May}$ , 1991.

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ATTEST:

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City Clerk

APPROVED AS TO FORM:

Anun Cullin Aunay Assistant City Attorney

TCG4/PARCE210.RES

PZRZ24-00037

STATE OF XAS

This instrument was acknowledged before me on this  $\frac{24^{HL}}{M_{HL}}$  day of  $\frac{M_{HL}}{M_{HL}}$ , 1991, by SUBANNE S. ASAR, as Mayor of the City of El Paso. ARVES E JONES PLOTEM

Y PUS OFFICIAL SEAL KATHRYN A. MURPHY NOTARY PUBLIC In and for the State of Texas My commission expires 2-11-95 OF TS

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Kithur A. Hunkly Notary Public, State of Texas Notary's Name Printed:

Notary's Commission Expires:

TCG4/PARCE210.REL

#### CONTRACT

THIS CONTRACT, made this  $26^{th}$  day of <u>April</u>, 1979, by and between IVEY INVESTMENTS, LTD., a Texas limited partnership, and DAVIS HOLDMAN, First Parties, and the CITY OF EL PASO, Second Party, witnesseth:

First Parties have applied to the City of El Paso for rezoning of certain property located in the City and County of El Paso, State of Texas, such property being more particularly described in Ordinance No. 6567, now pending before the City Council of the City of El Paso, a copy of which is attached hereto, marked Exhibit "A" and made a part hereof by reference. To remove certain objections to such rezoning, First Parties covenant that if the property is rezoned as indicated in the attached ordinance, it shall be subject to the following restrictions, conditions and covenants:

1. No development of any kind will be done on any parcel of the property until complete and detailed site development and architectural plans of the proposed development on such parcel have been submitted by First Parties and approved by the City Plan Commission of the City of El Paso.

2. No building permits will be issued for construction on parcel numbers 6B, 7A, 7B, 8B and 11B in Exhibit "A" attached hereto, until a subdivision map of the parcel upon which construction is to be performed has been approved by the City Plan Commission of the City of El Paso and filed for record.

3. The total number of dwelling units to be constructed on the portions of the property which are zoned A-2 and are described as parcel numbers 6B, 7B, 8B and 11B in Exhibit "A" attached hereto, shall not exceed 1500 units, notwithstanding

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February 27, 2025

This contract is a restriction, condition and covenant, running with the land and a charge and servitude thereon; and shall bind First Parties and their successors in title. Any future conveyance of the land shall contain this restriction, condition and covenant and shall embody this agreement by express reference.

The City may enforce this agreement by injunction or any other legal or equitable remedy. The City Council of the City of El Paso may release the above restrictions, conditions and covenants in its discretion without the consent of any third person who may be benefited thereby.

WITNESS the following signatures and seal:

IVEY INVESTMENTS, LTD., a Texas limited partnership

BV John Ivey, Genera

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ATTEST:

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THE STATE OF TEXAS COUNTY OF EL PASO

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PARTIAL RELEASE

This partial release of contract is executed this \_\_\_\_\_ day of \_\_\_\_\_\_, 1987, by the CITY OF EL PASO, witness:

WHEREAS, by contract dated April 26, 1979, recorded in Book 989, Page 900, of the Deed Records of El Paso County, Texas, a copy of which is attached hereto, marked Exhibit "A", and made a part hereof by reference, Ivey Investments, LTD., a Texas limited partnership, and Davis Holdman, and the City of El Paso, entered into a contract in connection with the rezoning of certain property located in the City and County of El Paso, State of Texas, such property being more particularly described in Ordinance No. 6567, placing certain restrictions on such property, and

WHEREAS, the City of El Paso now desires to release a portion of the property described in the above-referenced  $${\scriptstyle 4}$$ 

NOW, THEREFORE, the City of El Paso hereby releases the following described properties from the restrictions, conditions and covenants contained in the above-referenced contract which is attached hereto as Exhibit "A":

Parcel 102: Being 0.640 of an acre of land, more or less, out of and part of Tract 2D, Block 1, Ysleta Grant, City of El Paso, El Paso County, Texas, said 0.640 of an acre of land being more particularly described by metes and bounds as follows to-wit:

This Partial Release of Contract is executed this May day of May , 1991, by the CITY OF EL PASO, witness: WHEREAS, by Contract dated April 26, 1979, recorded in Volume 989, Page 900, Real Property Records of El Paso County, Texas, a copy of which is attached hereto, marked Exhibit "A" and made a part hereof by reference, IVEY INVESTMENTS, LTD., a Texas limited partnership, and DAVIS HOLDMAN, and the CITY OF EL PASO, entered into a contract in connection with the rezoning of property more particularly described in Ordinance No. 6567, which placed certain restrictions, conditions and covenants on such property; and

COUNTY OF EL PASO

PARTIAL RELEASE

WHEREAS, Exhibit "A" was amended by a contract amendment on January 31, 1989, a copy of which is attached hereto, marked Exhibit "B" and made a part hereof by reference, and

WHEREAS, the City of El Paso now desires to release a parcel of the property described in the April 26, 1979 contract and the January 31, 1989 contract amendment, if applicable, from the contract conditions because the parcel is being acquired for the widening of North Loop Road;

NOW, THEREFORE, the City of El Paso hereby releases the following described parcel from the restrictions, conditions and covenants contained in the above-referenced contract and contract amendment, which are attached hereto as Exhibit "A" and Exhibit "B":

Parcel No. 210: a 0.231 acre parcel of land, more or less, out of a portion of Tract 2D, Block 1, Ysleta Grant, City of El Paso, El Paso County, Texas, being more

33

P + O Kelease 5-21-91

which is attached by metes and bounds in the himent which is attached hereto and made a part hereof for all purposes,

It is expressly agreed and understood that this is a Partial Release nd the same shall in no wise release, affect or impair the April 6, 1979 contract and January 31, 1989 contract amendment against any other property which is described in Exhibit "A" and Exhibit "B".

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

THE CITY OF EL PASO

May

ATTEST:

City Clerk

APPROVED AS TO FORM:

Christant City Attorney

APPROVED AS TO CONTENT:

Department of Planning, Research and Development

(Acknowledgement On Following Page)

#### Planning and Inspections Department - Planning Division

Staff recommends **APPROVAL** of the request. This recommendation is based on the proposed zoning district's compatibility with commercial uses in the surrounding area and is consistent with Plan El Paso, the City's adopted Comprehensive Plan and the G-4, Suburban (Walkable) future land use designation.

#### Planning and Inspections Department – Plan Review & Landscaping Division

No objections to rezoning request.

At the time of submittal for building permits, the project will need to comply with all applicable provisions of the ICC, TAS and Municipal Code.

#### Planning and Inspections Department – Land Development

Landscape areas can also serve as recessed rainwater harvesting ponding areas. The proposed ponding area(s) shall have enough capacity to hold the developed runoff for a designated 100-yr. storm event.

*Note: Comment to be addressed at the permitting stage.* 

### Fire Department

No adverse comments.

#### Police Department

The 911 District has no comments or concerns regarding this zoning, but would like to see the proposed address soon.

#### **Environment Services**

No comments received.

### Streets and Maintenance Department

Traffic and Transportation Engineering:

- 1. No TIA is required.
- 2. Coordinate with TxDOT for access.

### Street Lights Department:

Gateway Blvd. and Americas Ave. are Texas Department of Transportation (TXDoT) right-of-way (ROW).

For the development of a subdivision a complete set of plans shall be submitted to Street Lights Department for review showing the minimum requirements for street illumination proposals\*\*. The submission shall contain but shall not necessarily be limited to plans indicating the location on the premises of all lighting fixtures, both proposed and existing on the site\*\*\*. The description of all lighting fixtures, both proposed and existing. Photometric data. Plans shall show street illumination design and details. El Paso city code is applicable to this process, Street Design Manual (SDM)\* and any other applicable standards or requirements of the city.

Street Lights Department requires that a project that involves a roadway is to be evaluated for lighting requirements based on the City of El Paso Street Design Manual (SDM) and the Design Standards for Construction (DSC) according to City of El Paso Codes (cited below). While developing a project or construction area the existing street illumination system shall be protected and preserved. Complete survey for street illumination system shall be shown on plans. Any change on existing street illumination systems shall be coordinated with Street Lights Department.

City of El Paso Codes to be followed:

\*Title 19 - 19.16.010 - Streetlighting.

\*\*18.18.190 – Submission contents.

\*\*\* 19.02.040 Criteria for approval.

#### **Contract Management:**

- 1. Indicate that all asphalt in the property must follow municipal code and its requirements.
- 2. Indicate that all new concrete structures in the City's ROW must be as per DSC and meet requirements of construction.
- 3. Indicate the type of division that is going to be used surrounding the area for safety issues.

Note: Comments have been addressed.

<u>Sun Metro</u> No comments received.

#### El Paso Water

There is an existing 20-inch diameter water main that extends along Gateway East Blvd. and Americas Ave., located approximately 10-feet away from the property line. No direct service connections are allowed to this main as per EPWater-PSB Rules and Regulations.

#### **Sanitary Sewer**

Sanitary sewer service is critical to the property. EPWater requires a sanitary sewer study and complete grading plans before committing to provide sanitary sewer service to the property. An off-site sanitary sewer main extension along a PSB easement is anticipated to serve this property.

Water and sanitary sewer main extensions will be required to provide service. The water main shall be extended to create a looped water system and shall cover the frontage of the property. EPWater-PSB requests that the site be graded so that sanitary sewer service may be provided by gravity. All costs associated with the extension of water and sanitary sewer mains including easement acquisition, are the responsibility of the Owner/Developer. The owner's engineer is to coordinate with EPWater for water and sanitary sewer design.

There are no sanitary sewer mains fronting the property.

### General

Gateway East Blvd. and Americas Ave. are Texas Department of Transportation (TxDOT) right-of-way. All proposed water and sanitary sewer work to be performed within Gateway East Blvd. and Americas Ave. right-of-way requires written permission from TxDOT.

EPWater-PSB requires a new service application to provide service to the property. New service applications are available at 1154 Hawkins, 3rd floor and should be made 6 to 8 weeks in advance of construction to ensure water for construction work. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater-PSB Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

### Stormwater:

This property will be required to retain the developed stormwater runoff within the subdivision. On the drainage plan, provide capacity of proposed ponding area/s; they shall have enough capacity to hold the runoff for a designed 100-yr. storm event.

There are multiple flow paths running through this property; they need to be directed outside of the subdivision either through channels or pipes.

## El Paso County 911 District

No comments received.

#### **Texas Department of Transportation**

Please submit a grading and drainage plan for TxDOT review and approval, as well as a detailed landscaping plan.

37

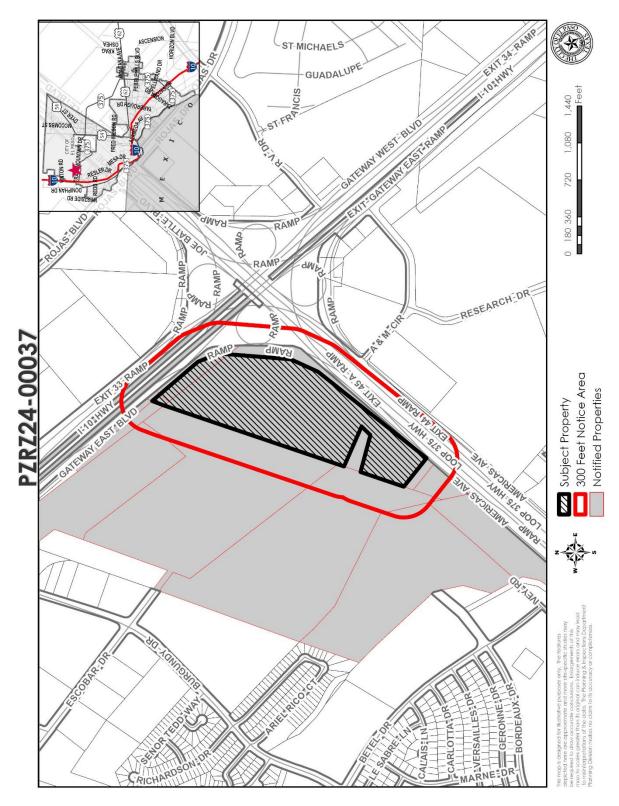
Note: Comment to be addressed at the permitting stage.

## El Paso County Water Improvement District #1

No comments received.

## Texas Gas Service

Texas Gas Service does not have any objections.



#### Salloum, Andrew M.

From:	Jorge Grajeda <jgrajeda@ceagroup.net></jgrajeda@ceagroup.net>
Sent:	Thursday, November 14, 2024 8:00 AM
To:	Salloum, Andrew M.
Subject:	FW: Ivey Interstate Industrial Center #1 - Request for Rezoning

CAUTION: This email originated from outside of the City of El Paso. Do not click links or open attachments unless you recognize the sender and know the content is safe. If suspicious, use Phish Alert or forward to SpamReport@elpasotexas.gov.

Good afternoon Andrew,

For your records, please refer to Ms. Sylvia Carreon's (Mission Valley Civic Association) response below. Thanks



CONFIDENTIALITY NOTICE: The contents of this e-mail are confidential to the sender and ordinary user of the e-mail address to which it was addressed, and may also be privileged. If you are not the addressee of this e-mail, you may not copy, forward, disclose or otherwise use it or any part of it in any form whatsoever. Any views or oplinions expressed are solely those of the author and do not necessarily represent those of CEA Group. If you have received this e-mail in error, please advise the sender. Thank you.

From: Sylvia Carreon <longhorn\_1989@hotmail.com> Sent: Tuesday, November 12, 2024 3:15 PM To: Jorge Grajeda <jgrajeda@ceagroup.net> Subject: Re: Ivey Interstate Industrial Center #1 - Request for Rezoning

Good afternoon Mr. Grajeda, I have made note of this application and do not have any objections to it at this time.

From: Jorge Grajeda <<u>igrajeda@ceagroup.net</u>> Sent: Wednesday, November 6, 2024 4:16 PM To: <u>longhorn 1989@hotmail.com</u><<u>longhorn 1989@hotmail.com</u>> Cc: <u>mmcarr008@gmail.com</u><<u>mmcarr008@gmail.com</u>> Subject: Ivey Interstate Industrial Center #1 - Request for Rezoning

Ms. Carreon,

Good afternoon, hope all is well. We are currently in process of a Rezoning & Detailed Site Development Plan applications with the City of El Paso, for the subject site located at the southwest corner of Interstate Highway No.10 Gateway Blvd. East, and Americas Ave. southbound (Loop 375). The proposed rezoning is for an approximately 35-acre parcel of land that is currently zoned C-3 and proposes to be rezoned to a C-4, for the development of a distribution/warehouse facility. TxDOT coordination for the proposed access driveways has been ongoing and also coordinated.

1

Enclosed please find the attached letter, zoning exhibit and site development plan for the project. The applicant, Cavalry Acquisitions, LLC and I would be happy to meet with you to further discuss the project at your available time.

Please let us know if you have any questions and we look forward to continued coordination and favorable response with the Mission Valley Civic Association. Thank you.

Jorge Grajeda, PE, CFM DIRECT LINE | 915.200.1143 OFFICE | 915.544.5232 Uptown centre 813 N. Kansas St., Ste 300 El Paso, Texas 79902





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2

## DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

#### In compliance with Title 2, Chapter 2.92, Section 2.92.080

#### Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City**.

#### **Definitions:**

- "Contribution" A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
- "Contributor" A person making a contribution, including the contributor's spouse.
- "Donation" Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
- "Donor" An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
- "Benefiting" Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

**Instructions:** Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of \$500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

#### **Contributor / Donor Information:**

Full Name	JAMES F. IVEY
Business Name	IVEY PARTNERS, LTD.
Agenda Item Type	Rezoning/DSDP
Relevant Department	Planning

**Disclosure Affirmation:** Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.



I have **NOT** made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

#### OR



I have made campaign contributions or donations totaling an aggregate of \$500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCH, MEMBER NAME	AMOUNT (\$)
Mayor	1/0/280, 34	11276
District 1	1418	8/2//
District 2	II & ST	10013
District 3	ILIS AS	2011
District 4	1. Blonde	5/ , /
District 5	1110250	
District 6	A VAL	Denner
District 7		
District 8		

**Declaration:** I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.

Date: 10/22/2024 James 7. Juny Signature:



Legislation Text

#### File #: 25-573, Version: 1

# CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

#### DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below. No Title's, No emails. Please use ARIAL 10 Font.

#### District 7

Planning and Inspections, Philip F. Etiwe, (915) 212-1553 Planning and Inspections, Saul J. G. Pina, (915) 212-1604

#### AGENDA LANGUAGE:

*This is the language that will be posted to the agenda. Please use ARIAL 11 Font.* 

An Ordinance changing the zoning of a portion of Tract 70 and 71, Cinecue Park Subdivision, 422 S. Yarbrough Drive, City of El Paso, El Paso County, Texas from R-F (Ranch and Farm) to C-1 (Commercial), and imposing conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

The proposed rezoning meets the intent of the Future Land Use designation for the property and is in accordance with Plan El Paso, the City's Comprehensive Plan.

Subject Property: 422 S. Yarbrough Drive Applicant: Enrique Padilla and Erika Zuniga, PZRZ24-00032

#### CITY OF EL PASO, TEXAS AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM

DEPARTMENT:

AGENDA DATE:

PUBLIC HEARING DATE:

CONTACT PERSON NAME:

PHONE NUMBER:

2nd CONTACT PERSON NAME:

PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBGOAL:

SUBJECT:

#### BACKGROUND / DISCUSSION:

The applicant is requesting to rezone the subject property from R-F (Ranch and Farm) to C-1 (Commercial) for the proposed use of printshop and other permitted commercial retail uses. City Plan Commission recommended 5-0 to approve the proposed rezoning with conditions on January 30, 2025. As of May 22, 2025, the Planning Division received one (1) email in support and one (1) phone call in opposition of the rezoning request, along with one (1) in-person comment in support at the City Plan Commission meeting on January 30, 2025. See attached staff report for additional information.

#### **COMMUNITY AND STAKEHOLDER OUTREACH:**

The subject property is located within the Save the Valley 21, Mission Valley Civic Association, and Corridor 20 Civic Association. The applicant contacted these associations as part of neighborhood outreach. Public notices were sent to all property owners within 300 feet of the subject property. One (1) email in support of the rezoning request was obtained.

#### **PRIOR COUNCIL ACTION:**

N/A

#### AMOUNT AND SOURCE OF FUNDING:

N/A

#### **REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

N/A

NAME	AMOUNT (\$)

#### 

**DEPARTMENT HEAD:** 

Philip Tiwe

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

#### ORDINANCE NO.

#### AN ORDINANCE CHANGING THE ZONING OF A PORTION OF TRACT 70 AND 71, CINECUE PARK SUBDIVISION, 422 S. YARBROUGH DRIVE, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-F (RANCH AND FARM) TO C-1 (COMMERCIAL), AND IMPOSING CONDITIONS. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

# NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

Pursuant to Section 20.04.360 of the El Paso City Code, that the zoning of *a portion of Tract 70, and 71, Cinecue Park Subdivision, 422 S. Yarbrough Drive, located in the City of El Paso, El Paso County, Texas,* and as more particularly described by metes and bounds on the attached Exhibit "A", incorporated by reference, be changed from **R-F (Ranch and Farm)** to **C-1 (Commercial)**, as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

Further, that the property described above be subject to the following conditions which are necessitated by and attributable to the increased intensity of use generated by the change of zoning in order to protect the health, safety and welfare of the adjacent property owners and the residents of this City:

- 1. That the property not be used for an automotive service station;
- 2. That the property not be used for minor motor vehicle repair;
- 3. That a ten-foot (10') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at twenty feet (20') on center along the property lines adjacent to residential zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy or certificates of completion.

The penalties for violating the standards imposed through this rezoning ordinance are found in Section 20.24 of the El Paso City Code.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, <u>2025</u>.

(Signatures on following page)

Zoning Case No: PZRZ24-00032

### THE CITY OF EL PASO

#### ATTEST:

Renard U. Johnson Mayor

Laura D. Prine City Clerk

**APPROVED AS TO FORM:** 

Russel T. Abeln

Russell T. Abeln Assistant City Attorney

## **APPROVED AS TO CONTENT:**

Philip Eiwe Philip F. Etiwe, Director

Philip F. Etiwe, Director Planning & Inspections Department

Zoning Case No: PZRZ24-00032

#### Exhibit "A"

## Barragan And Associates Inc.

#### 10950 Pellicano Dr., Building "F", El Paso, Texas 79935 Ph. (915) 591-5709 Fax (915) 591-5706

#### METES AND BOUNDS DESCRIPTION

**Description** of a parcel of land being a portion of Tract 70 and 71, of Cinecue Park Subdivision, an addition to the City of El Paso, El Paso County, Texas, filed for record in volume 7, page 2, of the Real Property Records of El Paso County, Texas, being the same property described in Instrument No. 20100023250, and being more particularly described as follows:

**COMMENCING**, at a Found Old Iron on the old centerline of Riverside Drive and North Line of Cinecue Park Subdivision, **WHENCE** a Found 3/8" Iron on the old centerline of Riverside Drive and Craddock Avenue, bears S 18° 47' 00" W (Bearing Basis), a distance of 832.4 feet; **THENCE**, S 18° 47' 00" W, along said old centerline of Riverside Drive, a distance of 758.01 feet to a point; **THENCE**, S 71° 10' 00" E, leaving said centerline, a distance of 254.47 feet, to a Found Nail on the common corner of Tracts 31, 32, 71 and 72, of Cinecue Park Subdivision, said Found Nail being the **POINT OF BEGINNING** of this Description;

**THENCE**, N 18° 47' 00" E, along the common line of said Tracts 71 and 72, a distance of 37.34 feet to a Found 1/2" Rebar W/Cap "B&A Inc.", on the easterly right-of-way line of S Yarbrough Drive, being the beginning of a non-tangential curve;

**THENCE**, 385.23 feet, along said easterly right-of-way line of S Yarbrough Drive and along an arc of a curve to the right with a radius of 1091.44 feet, an interior angle of 20° 13' 23", and a chord which bears N 57° 27' 21" E, a distance of 383.23 feet to a point of intersection with a non-tangential line;

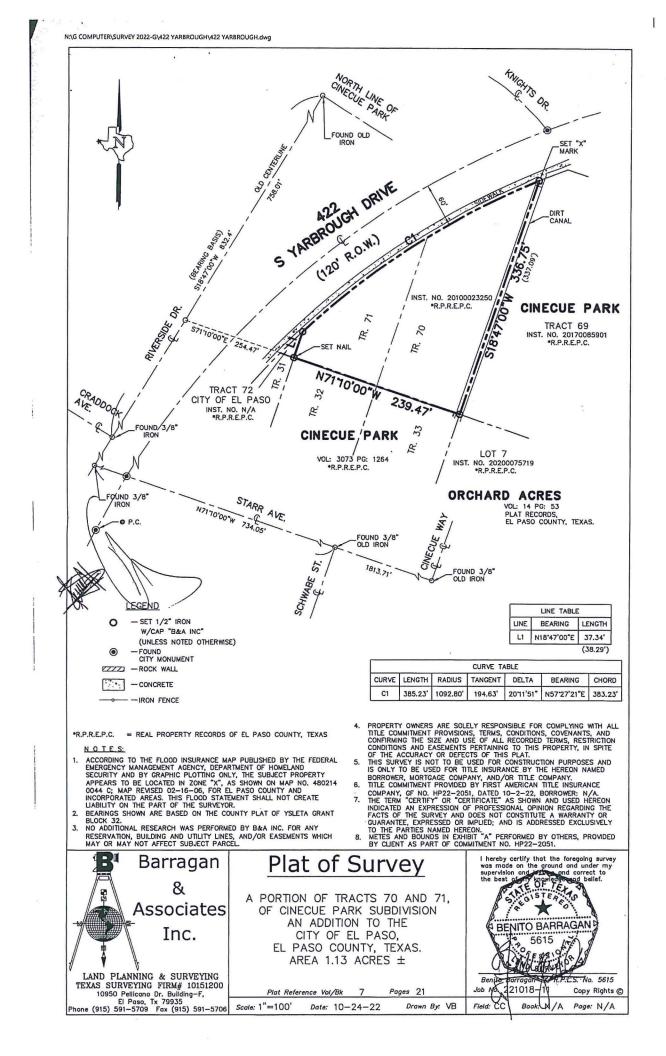
**THENCE**, S 18° 47' 00" W, leaving said easterly right-of-way, along the common line of Tracts, 69, and 70, of Cinecue Park Subdivision, filed for record in volume 14, page 53, a distance of 336.75 feet to a Found 1/2" Rebar W/Cap "B&A Inc.", being the common corner of Tracts 33, 69, 70 and Lot 7, Orchard Acres, filed for record in volume 14, page 53, Plat Records of El Paso County, Texas; **WHENCE** a Found 1/2" Rebar bears N 53° 19' W, a distance of 1.7 feet;

**THENCE**, N 71° 10' 00" W, along the common line of Tracts 32, 33, 70 and 71, a distance of 239.47 feet to the **POINT OF BEGINNING** of this description and containing in all 1.13 acres more or less.

#### NOTES:

- This property may be subject to easements whether of record or not. No Additional Research was performed by B&A Inc. for any reservations, restrictions, building lines, and or easements which may or may not affect this parcel.
- 2. Bearings shown are based on the County Plat of Ysleta Grant Block 32.
- 3. This Description is not intended to be a subdivision process which may be required by local or state code, and it is the client's/owner responsibility to comply with this code if required.
- 4. No Plat of Survey accompanies this description.

Benito Barragan TX R P.L.S 5615, Barragan and Associates Inc. Texas Surveying Firm # 10151200 September 26, 2024 422 S Yarbrough Job No. 240925-06



# 422 S. Yarbrough

City Plan Commission — January 30, 2025



CASE NUMBER: CASE MANAGER: PROPERTY OWNER: REPRESENTATIVE: LOCATION: PROPERTY AREA: REQUEST: RELATED APPLICATIONS: PUBLIC INPUT:

#### PZRZ24-00032 (REVISED)

Saul J. G. Pina, (915) 212-1604, <u>PinaSJ@elpasotexas.gov</u> Enrique Padilla and Erika Zuniga Vanessa Duran 422 S. Yarbrough Drive (District 7) 1.13 acres Rezone from R-F (Ranch and Farm) to C-1 (Commercial) None One (1) email in support received as of January 29, 2025

**SUMMARY OF REQUEST:** The applicant is requesting to rezone the subject property from R-F (Ranch and Farm) to C-1 (Commercial) to allow for the use of printshop and commercial retail.

**SUMMARY OF STAFF'S RECOMMENDATION:** Staff recommends **APPROVAL with CONDITIONS** of the rezoning request. This recommendation is based on the consistency of the request with *Plan El Paso*, the City's adopted Comprehensive Plan, for the G-3, Post-War future land use designation. The conditions are the following:

- 1. That the property not be used for an automotive service station;
- 2. That the property not be used for minor motor vehicle repair;
- 3. That a ten-foot (10') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at twenty feet (20') on center along the property lines adjacent to residential zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy or certificates of completion.

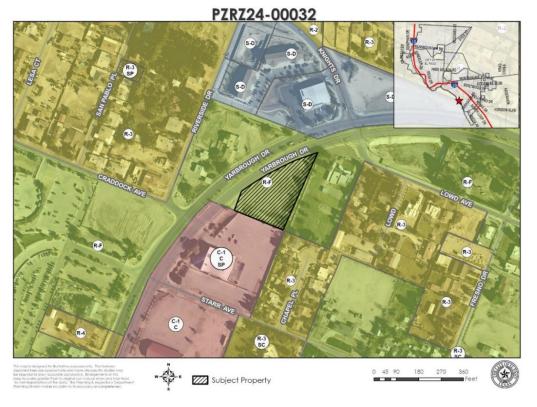


Figure A. Subject Property & Immediate Surroundings

**DESCRIPTION OF REQUEST:** The applicant is requesting to rezone the subject property from R-F (Ranch and Farm) to C-1 (Commercial) to allow for a print and copy shop and permitted commercial retail uses. The property is approximately 1.13 acres in size. The conceptual site plan shows two (2) proposed buildings along with landscape and parking areas. Main access to the proposed development is from Yarbrough Drive. The conceptual plan is not under review for zoning requirements as per Title 20 of the El Paso City Code and is not binding.

**COMPATIBILITY WITH NEIGHBORHOOD CHARACTER:** The proposed rezoning will introduce neighborhood commercial uses previously not available in the immediate vicinity. Properties to the north include single-family dwellings zoned R-F (Ranch and Farm); properties to the south include commercial development zoned C-1/c/sp (Commercial/conditions/special contract); and lastly, properties to the east and west include single-family dwellings zoned R-F (Ranch and Farm). The nearest school, Ysleta Pre-K Center is 0.6 miles and the nearest park, Shawver Park is 1.3 miles in proximity to the proposed development.

#### COMPLIANCE WITH PLAN EL PASO/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with *Plan El Paso*, consider the following factors: Criteria **Does the Request Comply?** Yes, the proposed development is consistent with the Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for future land use designation as it is located on a major the property: arterial and will provide commercial uses previously not available in the area. G-3, Post-war: This sector applies to transitional neighborhoods typically developed from the 1950s through the 1980s. Streets were laid out with curvilinear patterns without alleys and shopping centers are located at major intersections behind large parking lots. This sector is generally stable but would benefit from strategic suburban retrofits to supplement the limited housing stock and add missing civic and commercial uses. **Compatibility with Surroundings:** The proposed zoning Yes, the proposed zoning is compatible with the district is compatible with those surrounding the site: adjacent commercial uses and serves as a buffer for the C-1 (Commercial) District: The purpose of this existing single-family residential zoning districts in the district is to serve the needs of surrounding area. residential neighborhoods by providing compatible neighborhood convenience goods and services that serve day-to-day needs. The regulations of the districts will permit location of business and professional offices and retail category uses within adjacent residential areas of medium and high densities. Preferred Development Locations: Located along an Yes. The subject property is located along Yarbrough arterial (or greater street classification) or the Drive, which is designated as a major arterial in the intersection of two collectors (or greater street City's Major Thoroughfare Plan. The classification of classification). The site for proposed rezoning is not this road is adequate for the proposed development as located mid-block, resulting in it being the only it connects to other existing and emergent commercial property on the block with an alternative zoning uses and leads to Loop 375, a freeway located to the south of the proposed development. district, density, use and/or land use. THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER **EVALUATING THE FOLLOWING FACTORS:** Historic District or Special Designations & Study Area None. The property is not located within any historic Plans: Any historic district or other special designations districts nor any other special designation areas.

that may be applicable. Any adopted small area plans, including land-use maps in those plans.	
<b>Potential Adverse Effects:</b> Potential adverse effects that might be caused by approval or denial of the requested rezoning.	None. There are no anticipated adverse impacts.
<b>Natural Environment:</b> Anticipated effects on the natural environment.	None. The subject property does not involve green field or environmentally sensitive land or arroyo disturbance.
Stability: Whether the area is stable or in transition.	Yes, the area has been stable, with potential future commercial development along Yarbrough Drive.
<b>Socioeconomic &amp; Physical Conditions</b> : Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	None.

**ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE:** Primary access is proposed from Yarbrough Drive, a roadway classified as a major arterial on the City of El Paso's Major Thoroughfare Plan (MTP) and is suitable for the proposed development. The proposed development is accessible for both vehicular and pedestrian traffic and connects to Loop 375, which is 0.7 miles south of the site. The nearest bus stop is 0.05 miles in proximity to the proposed development.

**SUMMARY OF DEPARTMENTAL REVIEW COMMENTS:** No adverse comments were received for the rezoning request from the reviewing departments.

**PUBLIC COMMENT:** The subject property is located within the Save the Valley 21, Mission Valley Civic Association, and Corridor 20 Civic Association. The applicant contacted these associations for neighborhood outreach. Notices were sent to property owners within 300 feet of the subject property on January 17, 2024. As of January 29, 2024, the Planning Division received one (1) email in support from the Mission Valley Civic Association for the rezoning request.

#### **CITY PLAN COMMISSION OPTIONS:**

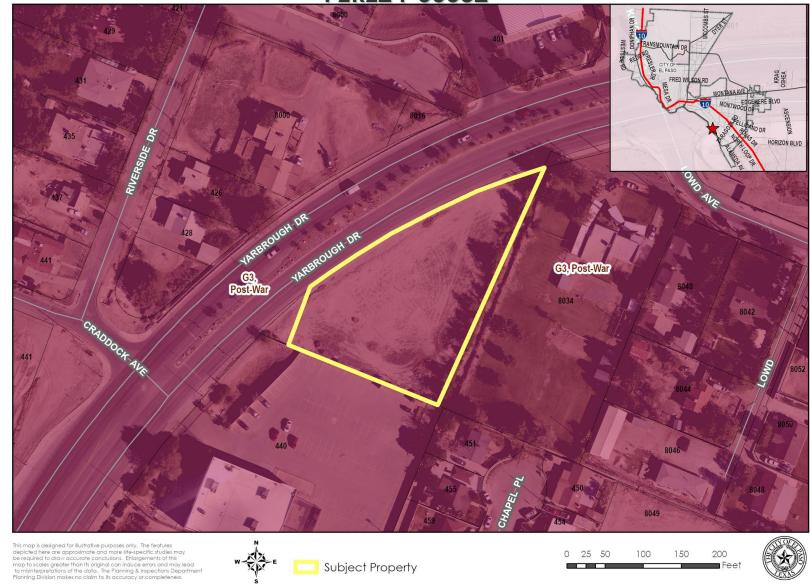
The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

- 1. **Recommend Approval** of the rezoning request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan.
- 2. **Recommend Approval of the rezoning request With Modifications** to bring the request into conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan. (Staff Recommendation)
- 3. **Recommend Denial** of the rezoning request, finding that the request does not conform to the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.

#### ATTACHMENTS:

- 1. Future Land Use Map
- 2. Conceptual Site Plan
- 3. Department Comments
- 4. Neighborhood Notification Boundary Map
- 5. Public Input

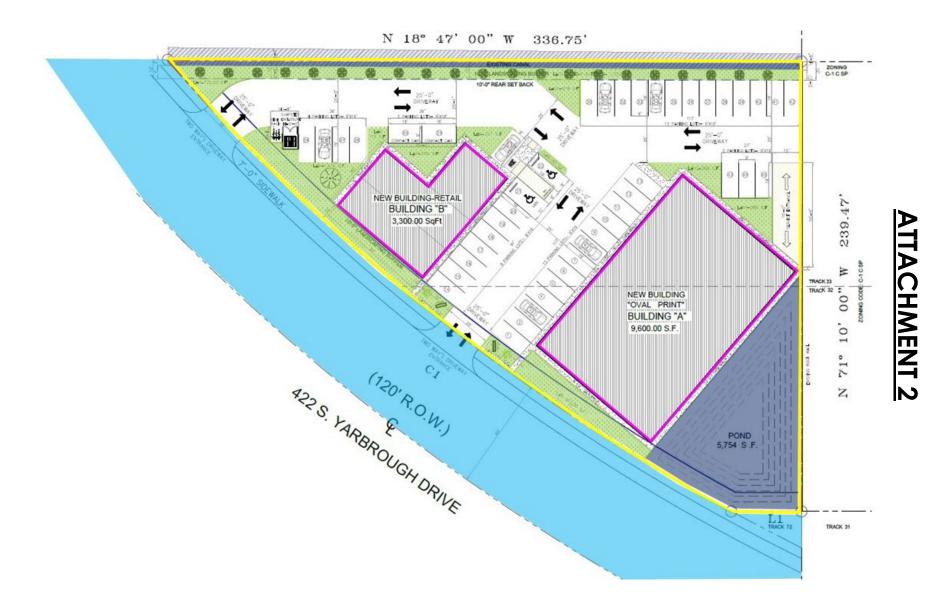
# PZRZ24-00032



ATTACHMENT 1

4





# ATTACHMENT 3

#### **Planning and Inspections Department - Planning Division**

Staff recommends **APPROVAL with CONDITIONS** of the rezoning request. This recommendation is based on the consistency of the request with *Plan El Paso*, the City's adopted Comprehensive Plan, for the G-3, Post-war future land use designation. The conditions are the following:

- 1. That the property not be used for an automotive service station;
- 2. That the property not be used for minor motor vehicle repair;
- 3. That a ten-foot (10') landscaped buffer with native trees be placed 15' on center along the easterly property line where it abuts residentially-zoned property.

#### Planning and Inspections Department – Plan Review & Landscaping Division

**Recommend Approval** 

The generalized site plan is not being reviewed for conformance due to conceptual nature. No objections to proposed rezoning. At the time of submittal for building permit, the project will need to comply with all applicable provisions of the ICC, TAS and Municipal Code.

#### Planning and Inspections Department – Land Development

Recommend approval.

- 1. Show proposed drainage flow patterns on the site plan showing how all storm-water runoff will flow into proposed pond.
- 2. Provide rock-wall/wrought iron between pond and street ROW for pedestrian safety.
- 3. Misspelled pond on square footage label.

*Note: Plans are conceptual. To be reviewed in the building plan stage and platting stage if applicable.* 

#### Fire Department

Recommend approval. No adverse comments.

#### **Streets and Maintenance Department**

**Traffic and Transportation Engineering**. No TIA is required.

#### Street Lights Department

Street Lights Department does not object to this request. (REVISED)

Street Lights Department requires that all projects that involve a roadway are to be evaluated for lighting requirements based on the City of El Paso Street Design Manual (SDM) and the Design Standards for Construction (DSC) according to City of El Paso Codes (cited below). While developing a project or construction area the existing street illumination system shall be protected and preserved. Complete survey for street illumination system shall be shown on plans. Any change on existing street illumination systems shall be coordinated with Street Lights Department.

For the development of a project a complete set of plans shall be submitted to Street Lights Department for review showing the minimum requirements for street illumination proposals\*\*. The submission shall contain but shall not necessarily be limited to plans indicating the location on the premises of all lighting fixtures, both proposed and existing on the site\*\*\*. The description of all lighting fixtures, both proposed and existing. Photometric data. Plans shall show street illumination design and details. El Paso city code is applicable to this process, Street Design Manual (SDM)\* and any other applicable standards or requirements of the city.

City of El Paso Codes to be followed:

\*Title 19 - 19.16.010 - Streetlighting.

\*\*18.18.190 – Submission contents.

\*\*\* 19.02.040 Criteria for approval.

#### **Contract Management Section**

- 1. Incorporate a location map.
- 2. Follow DSC and City of El Paso Municipal Codes as applicable for all proposed and improvements on the project.
- 3. Incorporate a legend box with all elements and hatching lines.
- 4. To include a detail information for all proposed items in plan.
- 5. Incorporate capacity information for proposed pond and also include proposed contour levels in plan.
- 6. Incorporate all general notes and utilities notes as applicable on plans as per El Paso City municipal codes.
- 7. Incorporate all utilities lines in plans as applicable.

Note: To be reviewed in the building plan stage and platting stage if applicable.

#### Sun Metro

Proposed site plan is within 1000ft vicinity of Sun Metro bus stop. This site is eligible for Parking Reduction Letter upon request.

If construction requires a Traffic Control Permit, please provide a copy in order prevent any disruption of Sun Metro Transit services and operations.

#### El Paso Water

EPWater-PSB does not object to this request.

There are no water or sanitary sewer mains fronting the property.

#### Water:

There is an existing 6-inch diameter sanitary sewer main extending along Riverside Street. This main can be extended to provide service

There is an existing 6-inch diameter sanitary sewer main extending along Starr Street that is available for extension. This main can be extended to provide service.

There is an existing 8-inch diameter sanitary sewer main extending along Lowd Street. This main can be extended to provide service.

Previous water pressure from fire hydrant #0645 located on the intersection of Craddock Street and Riverside Street has yield a static pressure of 102 (psi), a residual pressure of 60 (psi), and a discharge of 1,321 gallons per minute. The owner should, for his own protection and at his own expense, install at the discharge side of each water meter a pressure regulator, strainer and relief valve, to be set for pressure as desired by the customer. The Lot owner shall be responsible for the operation and maintenance of the above-described water pressure regulating device.

#### Sewer:

There is an existing 24-inch diameter sanitary sewer main extending along Starr Street. No direct service connections are allowed to this main as per the El Paso Water – Public Service Board (EPWater-PSB) Rules and Regulations. This main can be extended to provide service.

There is an existing 24-inch diameter sanitary sewer main extending along Riverside Street. No direct service connections are allowed to this main as per the El Paso Water – Public Service Board (EPWater-PSB) Rules and Regulations. This main can be extended to provide service.

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#### General:

Water & sanitary sewer main extensions are required to provide service. Water main shall be extended to create a looped system. The water main extension shall cover the entire Yarbrough frontage. Water & sanitary sewer main extensions costs will be the responsibility of the owner.

EPWater-PSB requires a new service application to provide service to the property. New service applications are available at 1154 Hawkins, 3rd floor and should be made 6 to 8 weeks in advance of construction to ensure water for construction work. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater-PSB Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

#### Stormwater:

EP Water-SW reviewed the property described above and provide the following comments:

• The ponding areas shown shall have enough capacity to hold the developed runoff for a 100-yr. storm event.

#### El Paso County 911 District

The 911 District has no comments or concerns.

#### El Paso County Water Improvement District No. 1

The item located on 422 S. Yarbrough does have water rights. Please have the applicant submit an application, application fee and three irrigable land exhibits to the office located at 13247 Alameda in Clint, Texas. Also, there is an outstanding balance of past due taxes in the amount of \$111.21.

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#### **Texas Department of Transportation**

No comments received.

<u>Texas Gas Service</u> No comments received.

<u>El Paso Electric</u> No comments received.

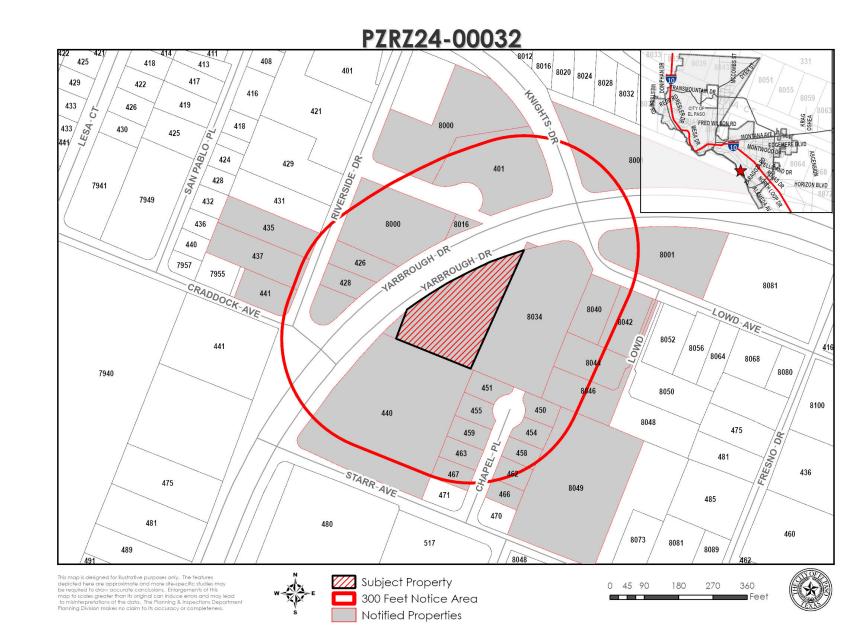
Police Department No comments received.

#### **Environment Services**

No comments received.



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# ATTACHMENT 4

# ATTACHMENT 5

From: To: Subject: Date: <u>Sylvia Carreon</u> <u>Pina, Saul J.</u> PZRZ24-00032 Wednesday, January 29, 2025 12:33:13 PM

You don't often get email from longhorn\_1989@hotmail.com. Learn why this is important

**CAUTION:** This email originated from outside of the City of El Paso. Do not click links or open attachments unless you recognize the sender and know the content is safe. If suspicious, use **Phish Alert** or forward to **SpamReport@elpasotexas.gov**.

Good afternoon Mr. Pina, this is Sylvia Carreon, president of the Mission Valley CIVIC Association and wanted to let you and the City know that we are not opposing this rezone request at 422 S. Yarbrough Dr. We have researched the area and it is comparable to the existing area. It is a welcome to see new businesses being built in this area. I spoke with the owner, Enrique Padilla, and advised him of our approval for this rezoning. Thank you and please advise the commission as well. Thank you

# DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

#### In compliance with Title 2, Chapter 2.92, Section 2.92.080

#### Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.** 

#### **Definitions:**

"Contribution"		
	agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer.	
	The term includes a loan or extension of credit, other than those expressly excluded by the Texas	
	Election Code, and a guarantee of a loan or extension of credit.	
"Contributor"	A person making a contribution, including the contributor's spouse.	
	Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in	
"Donation"		
	their district.	
"Donor"	An individual and spouse, a business entity, or an individual who owns a business entity in whole or in	
Donor	part, or is operated by the individual, that is the subject of a council agenda item.	
	part, of is operated by the individuely often and the second process of the second proce	
"Benefiting"	Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and	
5	other award that council will vote on.	

**Instructions:** Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of \$500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

e 1

#### **Contributor / Donor Information:**

Full Name	 Ennque	Padilla	 	<del>,</del>
Business Name				
Agenda Item Type				
Relevant Department				

**Disclosure Affirmation:** Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.



I have **NOT** made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

#### OR

I have made campaign contributions or donations totaling an aggregate of \$500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME AMOUNT (\$)
Mayor	110/089/2016-11
District 1	TEDRE AL BALEN
District 2	TERS NO 60
District 3	REAS AN 800
District 4	
District 5	
District 6	N. Marz 65//
District 7	
District 8	

**Declaration:** I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.

Date: Signature:



Legislation Text

#### File #: 25-577, Version: 1

# CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

#### DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below. No Title's, No emails. Please use ARIAL 10 Font.

#### All Districts

Streets and Maintenance, Randy Garcia, (915) 212-7015 Code Enforcement, Arthur Steve Alvarado, (915) 212-6026

#### AGENDA LANGUAGE:

*This is the language that will be posted to the agenda. Please use ARIAL 11 Font.* 

An Ordinance amending Title 12 (Vehicles and Traffic), Chapter 12.48 (Loading Zones, Bus and Taxi Stands), of the El Paso City Code to perform the following: Amend Chapter 12.48 (Loading Zones, Bus and Taxi Stands) heading to ADD "Rideshare Zones"; Amend section 12.48.010 (Loading Zone - Authority to Designate) to ADD Paragraph C; Amend Section 12.48.030 (Loading Zone - Pick-Up and Discharge of Passengers) to replace "Passenger" with "Rideshare or Taxi", and to ADD "For a Maximum of Five Minutes"; Amend Section 12.48.040 (Public Carrier Stops, Stands and Route - Authority to Designate) Paragraph A to ADD "Rideshare Zones" and "Rideshare Zone"; Amend Section 12.48.050 (Use of Stands by Buses and Taxicabs) heading to ADD "Rideshare Vehicles", and to ADD Paragraph E; Amend Section 12.48.060 (Use of Stands by Other than Those Designated for) to DELETE "Or Other Than", and to ADD "Or other than a Rideshare Vehicle in a Rideshare Zone". The penalty as provided in Chapter 12.84 of the El Paso City Code.

#### CITY OF EL PASO, TEXAS AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM



DEPARTMENT: Streets and Maintenance/PD Code Enforcement

**AGENDA DATE: 5/13/25** 

PUBLIC HEARING DATE: 5/28/25

CONTACT PERSON NAME: Randy Garcia, Interim Director, Streets PHONE NUMBER: 915-212-7015

2nd CONTACT PERSON NAME: Arthur S. Alvarado, Director, PD Code E PHONE NUMBER: 915-212-6026

DISTRICT(S) AFFECTED: All

#### STRATEGIC GOAL:

7 - Enhance and Sustain El Paso's Infrastructure Network

#### SUBGOAL:

7.3 - Enhance a regional comprehensive transportation system

#### SUBJECT:

Approve and ordinance amending Title 12 (Vehicles and Traffic), Chapter 12.48 (Loading Zones, Bus and Taxi Stands), of the El Paso City Code to perform the following: Amend Chapter 12.48 (Loading Zones, Bus and Taxi Stands) heading to ADD "Rideshare Zones"; Amend section 12.48.010 (Loading Zone - Authority to Designate) to ADD Paragraph C; Amend Section 12.48.030 (Loading Zone - Pick-Up and Discharge of Passengers) to replace "Passenger" with "Rideshare or Taxi", and to ADD "For a Maximum of Five Minutes"; Amend Section 12.48.040 (Public Carrier Stops, Stands and Route - Authority to Designate) Paragraph A to ADD "Rideshare Zones"; Amend Section 12.48.050 (Use of Stands by Other than Those Designated for) to DELETE "Or Other Than", and to ADD "Or other than a Rideshare Zone". The penalty as provided in Chapter 12.84 of the El Paso City Code.

#### **BACKGROUND / DISCUSSION:**

City Council recommended establishment of a Rideshare Hub Zone after Sociable City Assessment Plan presentation. This ordinance change would established 24 hour designated passenger loading zones along Oregon, within the Cincinnati Entertainment District to improve public safety awareness.

#### COMMUNITY AND STAKEHOLDER OUTREACH:

August 2023 to May 2024 - twelve city departments including the El Paso Police Department, Code Enforcement and Planning and Inspections participated in approximately 29 meetings with over 100 stakeholders.

#### **PRIOR COUNCIL ACTION:**

09-24-2024 - Sociable City Assessment Action Plan - includding recommendations to create a rideshare zone.

#### AMOUNT AND SOURCE OF FUNDING:

N/A

#### **REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

N/A

**DEPARTMENT HEAD:** 

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

#### **ORDINANCE NO.**

AN ORDINANCE AMENDING TITLE 12 (VEHICLES AND TRAFFIC), CHAPTER 12.48 (LOADING ZONES, BUS AND TAXI STANDS), OF THE EL PASO CITY CODE TO PERFORM THE FOLLOWING: AMEND CHAPTER 12.48 (LOADING ZONES, BUS AND TAXI STANDS) HEADING TO ADD "RIDESHARE ZONES"; AMEND SECTION 12.48.010 (LOADING ZONE—AUTHORITY TO DESIGNATE) TO ADD PARAGRAPH C; AMEND SECTION 12.48.030 (LOADING ZONE—PICK-UP AND DISCHARGE OF PASSENGERS) TO REPLACE "PASSENGER" WITH "RIDESHARE OR TAXI", AND TO ADD "FOR A MAXIMUM OF FIVE MINUTES"; AMEND SECTION 12.48.040 (PUBLIC CARRIER STOPS, STANDS AND ROUTE—AUTHORITY TO DESIGNATE) PARAGRAPH A TO ADD "RIDESHARE ZONES" AND "RIDESHARE ZONE"; AMEND SECTION 12.48.050 (USE OF STANDS BY BUSES AND TAXICABS) HEADING TO ADD "RIDESHARE VEHICLES", AND TO ADD PARAGRAPH E; AMEND SECTION 12.48.060 (USE OF STANDS BY OTHER THAN THOSE DESIGNATED FOR) TO DELETE "OR OTHER THAN", AND TO ADD "OR OTHER THAN A RIDESHARE VEHICLE IN A RIDESHARE ZONE". THE PENALTY AS PROVIDED IN CHAPTER **12.84 OF THE EL PASO CITY CODE.** 

WHEREAS, from August 2023 to May 2024, twelve city departments including the El Paso Police Department, Code Enforcement, and Planning and Inspections participated in approximately 29 meetings with over 100 stakeholders; and

**WHEREAS,** on May 21, 2024, the third-party consultant, Responsible Hospitability Institute, presented its report and recommendations to City Council; and

WHEREAS, on September 24, 2024, the El Paso City Council heard updates on the Sociable City Assessment Action Plan, including recommendations to create a rideshare zone in the El Paso City Code; and

**WHEREAS**, the city of El Paso now wishes to amend title 12, chapter 12.48 based on the Sociable City Assessment Action Plan.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

**SECTION 1.** Amend Title 12 (Vehicles and Traffic), Chapter 12.48 (LOADING ZONES, BUS AND TAXI STANDS), heading, to Add:

Chapter 12.48 LOADING ZONES, BUS, TAXI STANDS, AND RIDESHARE ZONES.

**SECTION 2.** Amend Title 12 (Vehicles and Traffic), Chapter 12.48 (LOADING ZONES, BUS AND TAXI STANDS), section 12.48.010 (loading zone—authority to designate), to Add:

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12.48.010 Loading zone—Authority to designate.

The traffic engineer is authorized to designate, in locations appropriate to the needs of traffic and the convenience of the public, loading zones for either of two types of use:

- A. Zones for Commercial Vehicles Only. In a loading zone designated for commercial vehicles only, loading and unloading will be restricted between the hours of seven a.m. to seven p.m., unless otherwise specified on posted signs. A "commercial vehicle" means any motor vehicle (other than a motorcycle or passenger car) designed and used primarily for the transportation of property; or any motorcycle or passenger car which has been reconstructed so as to be used primarily for the transportation of property and is being so used; or any motorcycle or passenger car which has been reconstructed so as to be used primarily for the transportation of property and is being so used; or any motorcycle or passenger car which has been reconstructed so as to be used primarily for the transportation of property and is being so used; or any motorcycle or passenger car which is being used primarily for the transportation of property and is being so used; or any motorcycle or passenger car which is being used primarily for the transportation of property and is being so used; or any motorcycle or passenger car which is being used primarily for the transportation of property and which has permanently displayed (not by magnetic or other removable signs) legible words identifying the business concern by which the vehicle is used.
- B. Zones for General Use. In a loading zone designated for general use, loading and unloading will be restricted between the hours of seven a.m. to seven p.m., unless otherwise specified on posted signs.
- C. Zones for Rideshare Use. In a loading zone designated for rideshare use, loading and unloading of passengers will be permissible twenty-four (24) hours per day, unless otherwise specified on posted signs.

**SECTION 3.** Amend Title 12 (Vehicles and Traffic), Chapter 12.48 (LOADING ZONES, BUS AND TAXI STANDS), section 12.48.030 (loading zone—pick-up and discharge of passengers), to Add:

12.48.030 Loading zone—Pick-up and discharge of passengers.

The driver of a rideshare or taxi vehicle may stop temporarily at a loading zone for a maximum of five minutes, even during the restricted hours, for the purpose of and while actually engaged in loading or unloading passengers, but only when such stopping does not interfere with any other vehicle lawfully in or about to enter such zone for loading or unloading merchandise or materials.

**SECTION 4.** Amend Title 12 (Vehicles and Traffic), Chapter 12.48 (LOADING ZONES, BUS AND TAXI STANDS), section 12.48.040 (public carrier stops, stands and route—authority to designate), paragraph A, to Add:

12.48.040 Public carrier stops, stands and routes-Authority to designate.

A. The traffic engineer is authorized and required to establish bus stops, bus stands, rideshare zones and stands for passenger common-carrier motor vehicles on such public streets in such places and in such number as may be determined to be of the greatest benefit and convenience to the public. Each such bus stop, bus stand, rideshare zone, or other stand shall be designated by appropriate signs or markings approved by the traffic engineer and installed by the city. When a passenger common-carrier company requests such designated stop areas for the

loading and/or unloading of its passengers in the city right-of-way, such company shall pay the city for all costs related to the design and installation of the requested stop areas.

B. The traffic engineer is authorized and required to establish reasonably direct routes on city streets from state and federal roadways to destinations within the city and back to such state and federal roadways for those passenger common-carrier motor vehicles that operate under authority of permits issued by the surface transportation board or its successor agency. To become effective, the routes established by the traffic engineer and any amendments thereto shall require city council approval by resolution. Common-carrier passenger motor vehicles operating under permits issued by the surface transportation board or its successor agency shall not operate over city streets except on such routes as established by the traffic engineer and approved by the city council. The description of the routes established pursuant to this section shall be available to the public from the office of the traffic engineer and made available to the public electronically. Any passenger common carrier company may make a request to the traffic engineer to amend the routes to accommodate its access to facilities used by such common-carrier or to load and/or unload its passengers. The traffic engineer shall follow the procedures of this section in developing a route and presenting an amendment to the city council for its consideration.

**SECTION 5.** Amend Title 12 (Vehicles and Traffic), Chapter 12.48 (LOADING ZONES, BUS AND TAXI STANDS), section 12.48.050 (use of stands by buses and taxicabs) heading, to Add:

12.48.050 Use of stands by buses, taxicabs, and rideshare vehicles.

- A. The operator of a bus shall not stand or park such vehicle upon any street at any place other than a bus stand so designated as provided herein.
- B. The operator of a bus shall not stop such vehicle upon any street at any place for the purpose of loading or unloading passengers or their baggage other than at a bus stop, or bus stand, so designated as provided herein, except in case of an emergency.
- C. The operator of a bus shall enter a bus stop, or bus stand, on a public street in such a manner that the bus when stopped to load or unload passengers or baggage shall be in a position with the right front wheel of such vehicle not further than eighteen inches from the curb and the bus approximately parallel to the curb so as not to unduly impede the movement of other vehicular traffic.
- D. The operator of a taxicab shall not stand or park such vehicle upon any street at any place other than in a taxicab stand so designated as provided herein. This provision shall not prevent the operator of a taxicab from temporarily stopping in accordance with other stopping or parking regulations at any place for the purpose of and while actually engaged in the expeditious loading or unloading of passengers.
- E. The operator of a taxicab and rideshare vehicle may stand or park such vehicle in a designated rideshare zone not to exceed a maximum of five minutes for the purpose of loading/unloading passengers.

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**SECTION 6.** Amend Title 12 (Vehicles and Traffic), Chapter 12.48 (LOADING ZONES, BUS AND TAXI STANDS), section 12.48.060 (use of stands by other than those designated for), to Delete and to Add:

12.48.060 Use of stands by other than those designated for.

No person shall stop, stand or park a vehicle other than a bus in a bus stop, a taxicab in a taxicab stand, or other than a rideshare vehicle in a rideshare zone when any such stop or stand has been officially designated and appropriately signed, except that the driver of a passenger vehicle may temporarily stop therein for the purpose of and while actually engaged in loading or unloading passengers when such stopping does not interfere with any bus or taxicab waiting to enter or about to enter such zone.

**SECTION 7.** Except as herein amended, Title 12 of the El Paso City Code shall remain in full force and effect.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**CITY OF EL PASO** 

**ATTEST:** 

Laura D. Prine, City Clerk

**APPROVED AS TO FORM:** 

Mona M. Heydarian Assistant City Attorney

Renard U. Johnson, Mayor

#### **APPROVED AS TO CONTENT:**

Rahdy Garcia, Interim Director Streets and Maintenance Department



Legislation Text

#### File #: 25-655, Version: 1

# CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

#### DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below. No Title's, No emails. Please use ARIAL 10 Font.

**District 2** Members of the City Council, Representative Josh Acevedo, (915) 212-0002

#### AGENDA LANGUAGE:

*This is the language that will be posted to the agenda. Please use ARIAL 11 Font.* 

Discussion and action on a Resolution to authorize the expenditure of District 2 discretionary funds in an amount not to exceed \$3,000 for the purpose of hiring a part-time graduate intern for a period of 15 weeks.

## CITY OF EL PASO, TEXAS AGENDA ITEM AGENDA SUMMARY FORM

**DEPARTMENT:** MAYOR AND COUNCIL

**AGENDA DATE:** MAY 28, 2025

#### CONTACT PERSON NAME AND PHONE NUMBER:

City Representative Josh Acevedo, 915-212-0002

#### **DISTRICT(S) AFFECTED:** District 2

**STRATEGIC GOAL:** Goal 5 - Promote Transparent & Consistent Communication Amongst all Members of the Community

#### **SUBJECT:**

Discussion and action to authorize the expenditure of District 2 discretionary funds in an amount not to exceed \$3000 for the purpose of hiring a part-time graduate intern for a period of 15 weeks.

#### **BACKGROUND / DISCUSSION:**

This expenditure would serve the municipal purpose to promote transparent & consistent communication amongst all members of the community by fostering and encouraging open communication of current and future projects to our citizens

#### **PRIOR COUNCIL ACTION:**

Has the Council previously considered this item or a closely related one?

N/A

#### AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

District 2 discretionary funds, account 544200, not requiring a budget transfer

#### RESOLUTION

#### BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

**WHEREAS,** District 2 desires to hire a part-time graduate intern employee for the Office of District 2 for a period not to exceed 20 hours per week;

**WHEREAS,** the hiring of a part-time employee will assist District 2 in the City goal to promote transparent & consistent communication amongst members of the community;

**WHEREAS,** the use of the expenditure of discretionary funds of District 2, shall not exceed \$3,000.00 for payroll purposes of graduate intern;

# NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

This expenditure would serve the municipal purpose to promote transparent & consistent communication amongst all members of the community by fostering and encouraging open communication of current and future projects to our citizens; and

Further, that the City Manager, or designee, be authorized to effectuate any budget transfers and execute any contracts and/or related documents necessary to ensure that the funds are properly transferred for payroll purposes.

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_\_ 2025.

CITY OF EL PASO:

Renard U. Johnson Mayor

ATTEST:

Laura Prine City Clerk

APPROVED AS TO FORM:

Sarah Hartnett

Sarah L. Harnett Senior Assistant City Attorney



Legislation Text

#### File #: 25-678, Version: 1

# CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

#### DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below. No Title's, No emails. Please use ARIAL 10 Font.

**Districts 2 and 4** Members of the City Council, Representative Josh Acevedo, (915) 212-0002 Members of the City Council, Representative Cynthia Boyar Trejo, (915) 212-0004

#### AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Discussion and action on a Resolution authorizing the expenditure of District 2 and District 4 discretionary funds in the amount of \$700.00 each, for a total not to exceed \$1,400.00, for the purchase of meals at a public event in honor of Father's Day at the Wellington Chew Senior Center on June 12, 2025.

#### CITY OF EL PASO, TEXAS AGENDA ITEM AGENDA SUMMARY FORM



**DEPARTMENT:** Mayor & Council

**AGENDA DATE:** 05/28/2025

CONTACT PERSON NAME Representative Josh Acevedo PHONE NUMBER: 915-212-0002

DISTRICT(S) AFFECTED: Districts 2 and 4

STRATEGIC GOAL: 4 - Enhance El Paso's Quality of Life

SUBGOAL:

**SUBJECT:** Discussion and action on a Resolution authorizing the expenditure of District 2 and District 4 discretionary funds in the amount of \$700.00 each, for a total not to exceed \$1,400.00, for the purchase of meals at a public event in honor of Father's Day at the Wellington Chew Senior Center on June 12, 2025 **COMMUNITY AND STAKEHOLDER OUTREACH:** 

Mulitple constituents have contacted our offices to help sponsor a Father's Day Breakfast at the Wellington Chew Senior Center.

#### **REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

NAME	AMOUNT (\$)	DATE

#### **BACKGROUND / DISCUSSION:**

This event is open to El Paso seniors to celebrate Fathers' Day.

PRIOR COUNCIL ACTION:

Yes.

AMOUNT AND SOURCE OF FUNDING:

#### **RESOLUTION**

#### BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Council declares the expenditure of District 2 and District 4 discretionary funds of \$700.00 each and to not to exceed \$1,400.00 to be used for the purchase of meals for the public on June 12, 2025, at Wellington Chew Senior Center in honor of Father's Day serves the municipal purpose of enhancing the quality of the life of the citizens of El Paso, and by fostering community pride and encouraging civic engagement; and

That the City Manager is authorized to effectuate any budget transfer necessary to ensure that the funds are properly expended for such purpose and to execute any related agreements and amendments to such agreements.

APPROVED his \_\_\_\_\_ day of \_\_\_\_\_, 2025.

CITY OF EL PASO:

Renard U. Johnson Mayor

ATTEST:

Laura D. Prine City Clerk

**APPROVED AS TO FORM:** 

Bito

Roberta Brito Senior Assistant City Attorney



Legislation Text

#### File #: 25-625, Version: 1

# CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

#### DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below. No Title's, No emails. Please use ARIAL 10 Font.

**District 3** Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043 Airport, Tony Nevarez, (915) 474-2424 Capital Improvement Department, Gilbert Guerrero, (915) 212-1803

#### AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font. Populate the table to maintain proper formatting. Copy and paste the agenda language in the designated area below. You may include more language after the table. Just made sure all posting language is populated between "TITLE" and "END".

Discussion and action on the award of Solicitation 2025-0342 EPIA Iron Dust Off Bypass to Dan Williams Company for a total estimated amount of \$3,658,121.92. This project will consist of the construction of a vehicle bypass for non-secured traffic access to the William Beaumont Army Medical Center located on Constitution Avenue, within the El Paso International Airport property limits.

Department:	El Paso International Airport
Award to:	Dan Williams Company
City & State:	Austin, TX
Item(s):	Base Bid I
Contract Term:	270 Consecutive Calendar Days
Base Bid I:	\$3,658,121.92
Total Estimated Award:	\$3,658,121.92
Account(s):	562-3080-62330-580270-PAP00990
	562-3010-62335-580270-PAP00990
Funding Source(s):	Defense Economic Adjustment Assistance
	Grant (DEAAG)
	Airport Enterprise Fund
District(s):	3

This was a Low Bid Procurement - unit price contract.

The Purchasing & Strategic Sourcing, El Paso International Airport, and Capital Improvement Departments

#### File #: 25-625, Version: 1

recommend award as indicated to Dan Williams Company the lowest responsive and responsible bidder.

It is requested that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of this award.

Work under this unit price contract is only an estimated value and will be ordered, performed, invoiced, and paid by measured quantity. The actual cost of this contract may be higher or lower than the total estimated value and will be the sum total of unit prices at the end of the contract term.

As a part of this award, upon the review of the City Attorney, the City Engineer may without further authorization from City Council approve contract changes which are necessary for proper execution of the work and carrying out the intent of the project, which are in accordance with applicable law, do not make changes to the prices and are within the appropriate budget.

<b>RECEIVED</b> By City Clerks at 11:04 am, May 21, 2025	CITY OF EL PASO, TEX AGENDA ITEM	(AS	EPA
DEP	PARTMENT HEAD'S SUMM	ARY FORM	TX
El Paso Inter	vement Department national Airport Strategic Sourcing		CITY OF EL PASO
AGENDA DATE: May 28, 2025	5		
PUBLIC HEARING DATE: N/A			
	ert Guerrero, Interim Director y Nevarez, Director udia A. Garcia, Director	PHONE NUMBER: PHONE NUMBER: PHONE NUMBER	(915)212-1803 (915)474-2424 (915)212-0043
DISTRICT(S) AFFECTED: 3			. ,
STRATEGIC GOAL: No. 1 - Create Development SUBGOAL: 1.4 Grow the core b		ong sustainable Econo	mic

## SUBJECT:

Discussion and action on the award of solicitation 2025-0342 EPIA Iron Dust Off Bypass to Dan Williams Company for a total estimated amount of \$3,658,121.92.

## **BACKGROUND / DISCUSSION:**

The award of this contract will allow for the construction of a vehicle bypass for non-secured traffic access to the William Beaumont Army Medical Center located on Constitution Avenue, within the El Paso International Airport property limits, City of El Paso, Texas. The existing Constitution Avenue roadway is planned to be subdivided into Secured and Non-Secured Areas to extend Ft. Bliss secured perimeter. In addition, non-secure traffic may have the option to access the Access Control Point and enter Ft. Bliss secured perimeter. The improvements shall consist of an approximate 1,000 ft long roadway with 13ft wide travel lanes roundabout that will include ADA compliant sidewalks, curb and gutter, and hardscape. Traffic improvements shall consist of new street signage, illumination, striping and storm drains. EPIA will get reimbursed by the Office of the Governor, Texas Military Preparedness Commission (OOG), \$850,000. The rest of the project will be funded thru Airport Enterprise Funds.

### COMMUNITY AND STAKEHOLDER OUTREACH:

A pre-bid meeting was held on March 5, 2025. Five (5) suppliers were in attendance.

### **SELECTION SUMMARY:**

Solicitation was advertised on February 25, 2025 and March 4, 2025. The solicitation was posted on City website on February 25, 2025. There were a total sixty-two (62) viewers online; six (6) bids were received; five (5) from local suppliers.

### CONTRACT VARIANCE:

N/A

<u>PROTEST</u> No protest received for this requirement.

### **PRIOR COUNCIL ACTION:**

N/A

# AMOUNT AND SOURCE OF FUNDING:

Amount: \$850,000.00 - Defense Economic Adjustment Assistance Grant (DEAAG) \$2,808,121.92 - Airport Enterprise Funds Funding Source: Defense Economic Adjustment Assistance Grant (DEAAG) & Airport Enterprise Funds Account: 562-3080-62330-580270-PAP00990 562-3010-62335-580270-PAP00990

# REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

Report any contributions or donations to City Council of an accumulated total of \$500 or more. Report the name of the elected official and the amount.

NAME	AMOUNT (\$)
Form was provided to the applicant	

### 

### **DEPARTMENT HEAD:**

*Gilbert Guerrero* Bilbert Guerrero, Interim Director of Capital Improvement

Claudia A. Garcia – Director of Purchasing & Strategic Souring

### Project Form Low Bid

### Award Summary:

Discussion and action on the award of solicitation 2025-0342 EPIA Iron Dust Off Bypass to Dan Williams Company for a total estimated amount of \$3,658,121.92. This project will consist of the construction of a vehicle bypass for non-secured traffic access to the William Beaumont Army Medical Center located on Constitution Avenue, within the El Paso International Airport property limits.

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Funding Source(s):	Defense Economic Adjustment Assistance Grant (DEAAG)
	Airport Enterprise Fund
District(s):	3

This was a Low Bid Procurement – unit price contract.

The Purchasing & Strategic Sourcing, El Paso International Airport, and Capital Improvement Departments recommend award as indicated to Dan Williams Company the lowest responsive and responsible bidder.

It is requested that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of this award.

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# 2025-0342 EPIA Iron Dust Off Bypass Bid Tab Summary

	Bidder's Name	Base Bid I
1	Dan Williams Company	\$ 3,658,121.92
2	Del Mar Contracting Inc.	\$ 3,662,335.22
3	Jordan Foster Construction, LLC	\$ 3,907,575.90
4	Horizone Construction 1 Ltd	\$ 3,994,926.75
5	Black Stallion Contractors Inc.	\$ 4,360,836.64
6	AAA General Contractors, LLC	\$ 4,395,935.41





#### BID TITLE: EPIA Iron Dust Off Bypass

BID DATE	E: April 9, 202	25										Department: (	Capit	al Improvement	
					AAA General C El Pas	ontrac so, TX		E	Black Stallion C El Pas			Dan Williams Company Austin, TX			
					Bidde	r 1 of 6	5		Bidder	2 of	6	Bidde	6		
BASE BID	01														
ltem No.	TxDOT Item	Approximate/ Estimate Quantity	Unit of Measure	Description	Price (ONLY 2 DECIMALS)		Total		Price (ONLY 2 ECIMALS)		Total	Price (ONLY 2 DECIMALS)		Total	
1	500	1	LS	MOBILIZATION	\$ 11,465.23	\$	11,465.23	\$	203,699.71	\$	203,699.71	\$ 300,000.00	\$	300,000.00	
2	100	20	STA	PREPARING RIGHT-OF-WAY	\$ 2,254.56	\$	45,091.20	\$	2,100.00	\$	42,000.00	\$ 5,500.00	\$	110,000.00	
3	104	1,459	LF	REMOVING CONC (CURB AND GUTTER)	\$ 3.76	\$	5,485.84	\$	4.20	\$	6,127.80	\$ 3.00	\$	4,377.00	
4	104	398	SY	REMOVING CONC (SIDEWALK)	\$ 7.52	\$	2,992.96	\$	11.55	\$	4,596.90	\$ 11.00	\$	4,378.00	
5	105	2,275	SY	REMOVE ASPH PAV (9")	\$ 18.79	\$	42,747.25	\$	12.60	\$	28,665.00	\$ 5.00	\$	11,375.00	
6	110	25,500	CY	EXCAVATION (SPECIAL)	\$ 25.05	\$	638,775.00	\$	16.80	\$	428,400.00	\$ 15.00	\$	382,500.00	
7	110	3,630	CY	EXCAVATION (ROADWAY)	\$ 16.28	\$	59,096.40	\$	16.80	\$	60,984.00	\$ 10.00	\$	36,300.00	
8	132	7,344	CY	EMBANKMENT (DENSITY CONTROL)	\$ 15.03	\$	110,380.32	\$	31.50	\$	231,336.00	\$ 11.00	\$	80,784.00	
9	170	4,301	LF	2" SCH. 40 PVC MAINLINE	\$ 3.51	\$	15,096.51	\$	6.30	\$	27,096.30	\$ 4.55	\$	19,569.55	
10	170	195	LF	4" SCH. 40 PVC SLEEVE	\$ 4.82	\$	939.90	\$	23.10	\$	4,504.50	\$ 6.50	\$	1,267.50	
11	170	195	LF	2" SCH. 40 PVC SLEEVE	\$ 2.31	\$	450.45	\$	18.38	\$	3,584.10	\$ 4.50	\$	877.50	
12	170	9	EA	2" ISOLATION VALVE	\$ 445.78	\$	4,012.02	\$	367.50	\$	3,307.50	\$ 275.00	\$	2,475.00	
13	170	8	EA	2" SCH. 80 PVC CAP	\$ 3.08	\$	24.64	\$	105.00	\$	840.00	\$ 33.50	\$	268.00	
14	192	163	EA	1' X 1' LANDSCAPE BOULDER	\$ 208.30	\$	33,952.90	\$	315.00	\$	51,345.00	\$ 150.00	\$	24,450.00	
15	192	135	EA	2' X 2' LANDSCAPE BOULDER	\$ 513.15	\$	69,275.25	\$	367.50	\$	49,612.50	\$ 390.00	\$	52,650.00	
16	192	74	EA	3' X 3' LANDSCAPE BOULDER	\$ 871.70	\$	64,505.80	\$	472.50	\$	34,965.00	\$ 710.00	\$	52,540.00	





#### BID TITLE: EPIA Iron Dust Off Bypass

BID DATE	E: April 9, 202	25			-							Department: C	Capita	I Improvement	
						eral Contractors, LLC Black Stallion Contractors Inc. El Paso, TX El Paso, TX						Dan Williams Company Austin, TX			
					Bidde	r 1 of	6		Bidder	2 of	6	Bidder	Bidder 3 of 6		
BASE BID	01														
ltem No.	TxDOT Item	Approximate/ Estimate Quantity	Unit of Measure	Description	Price (ONLY 2 DECIMALS)		Total		Price (ONLY 2 DECIMALS)		Total	Price (ONLY 2 DECIMALS)		Total	
17	192	76	EA	4' X 4' LANDSCAPE BOULDER	\$ 1,507.36	\$	114,559.36	\$	577.50	\$	43,890.00	\$ 1,190.00	\$	90,440.00	
18	192	3,246	SY	2"-4" CRUSHED AGGREGATE AT 4" DEPTH OVER WEED FABRIC	\$ 15.92	\$	51,676.32	\$	18.90	\$	61,349.40	\$ 16.00	\$	51,936.00	
19	192	2,941	SY	3/4" CRUSHED AGGREGATE AT 4" DEPTH OVER WEED FABRIC	\$ 13.72	\$	40,350.52	\$	25.20	\$	74,113.20	\$ 18.00	\$	52,938.00	
20	192	5,598	LF	ALUMINUM LANDSCAPE EDGE	\$ 12.89	\$	72,158.22	\$	18.90	\$	105,802.20	\$ 10.00	\$	55,980.00	
21	247	414	SY	FL BS (CMP IN PLC) (TY A) (GR 1-2) (4")	\$ 20.67	\$	8,557.38	\$	13.65	\$	5,651.10	\$ 14.50	\$	6,003.00	
22	247	11,231	SY	FL BS (CMP IN PLC) (TY A) (GR 1-2) (10")	\$ 35.07	\$	393,871.17	\$	19.95	\$	224,058.45	\$ 17.50	\$	196,542.50	
23	310	1,815	GAL	PRIME COAT (MC-30)	\$ 6.26	\$	11,361.90	\$	11.55	\$	20,963.25	\$ 8.00	\$	14,520.00	
24	341	1,497	TON	D-GR HMA TY-C PG70-28 (3")	\$ 181.62	\$	271,881.66	\$	236.25	\$	353,666.25	\$ 155.00	\$	232,035.00	
25	402	1,610	LF	TRENCH EXCAVATION PROTECTION	\$ 3.76	\$	6,049.75	\$	8.40	\$	13,524.00	\$ 3.00	\$	4,830.00	
26	416	184	VF	DRILL SHAFT (RDWAY ILL POLE) (30 IN)	\$ 313.13	\$	57,616.64	\$	420.00	\$	77,280.00	\$ 400.00	\$	73,600.00	
27	432	15	CY	RIPRAP (STONE PROTECTION) (12 IN)	\$ 250.51	\$	3,757.61	\$	892.50	\$	13,387.50	\$ 225.00	\$	3,375.00	
28	464	1,120	LF	RC PIPE (CL III)(24 IN)	\$ 162.83	\$	182,369.19	\$	126.00	\$	141,120.00	\$ 120.00	\$	134,400.00	
29	464	60	LF	RC PIPE (CL III)(30 IN)	\$ 212.93	\$	12,775.86	\$	178.50	\$	10,710.00	\$ 180.00	\$	10,800.00	
30	464	480	LF	RC PIPE (CL III)(36 IN)	\$ 269.30	\$	129,261.68	\$	220.50	\$	105,840.00	\$ 220.00	\$	105,600.00	
31	465	4	EA	INLET (COMPL)(PCU)(3FT)(LEFT)	\$ 12,218.49	\$	48,873.94	\$	10,710.00	\$	42,840.00	\$ 8,000.00	\$	32,000.00	
32	465	3	EA	INLET (COMPL)(PCU)(3FT)(RIGHT)	\$ 12,075.70	\$	36,227.09	\$	10,710.00	\$	32,130.00	\$ 8,000.00	\$	24,000.00	





#### BID TITLE: EPIA Iron Dust Off Bypass

	1				AAA Conorol C						
	1					ontractors, LLC so, TX		Contractors Inc. so, TX	Dan Williams Company Austin, TX		
	1				Bidder	1 of 6	Bidde	r 2 of 6	Bidde	r 3 of 6	
BASE BID 1											
tem No.	TxDOT Item	Approximate/ Estimate Quantity	Unit of Measure	Description	Price (ONLY 2 DECIMALS)	Total	Price (ONLY 2 DECIMALS)	Total	Price (ONLY 2 DECIMALS)	Total	
33	465	1	EA	INLET (COMPL)(PCU)(3FT)(BOTH)	\$ 12,011.82	\$ 12,011.82	2 \$ 10,710.00	\$ 10,710.00	\$ 9,000.00	\$ 9,000.00	
34	465	1	EA	INLET (COMPL)(PCU)(4FT)(RIGHT)	\$ 12,516.59	\$ 12,516.59	9 \$ 10,710.00	\$ 10,710.00	\$ 9,000.00	\$ 9,000.00	
35	465	1	EA	INLET (COMPL)(PCU)(4FT)(BOTH)	\$ 11,514.56	\$ 11,514.56	6 \$ 10,710.00	\$ 10,710.00	\$ 10,000.00	\$ 10,000.00	
36	465	1	EA	INLET (COMPL)(PSL)(RC)(4FTX4FT)	\$ 11,773.84	\$ 11,773.84	\$ 10,710.00	\$ 10,710.00	\$ 9,000.00	\$ 9,000.00	
37	466	1	EA	HEADWALL (CH-FW-0)(DIA=36 IN)	\$ 7,765.72	\$ 7,765.72	2 \$ 25,200.00	\$ 25,200.00	\$ 15,000.00	\$ 15,000.00	
38	476	88	LF	JACK BOR OR TUN PIPE (36 IN)(RC)(CL III)	\$ 1,628.30	\$ 143,290.08	3 \$ 2,730.00	\$ 240,240.00	\$ 2,500.00	\$ 220,000.00	
39	502	9	MO	BARRICADES, SIGNS, AND TRAFFIC HANDLING	\$ 6,262.68	\$ 56,364.1	1 \$ 9,450.00	\$ 85,050.00	\$ 15,000.00	\$ 135,000.00	
40	506	120	SY	CONSTRUCTION EXITS (INSTALL) (TY 1)	\$ 82.67	\$ 9,920.08	3 \$ 42.00	\$ 5,040.00	\$ 27.25	\$ 3,270.00	
41	506	120	SY	CONSTRUCTION EXITS (REMOVE)	\$ 41.33	\$ 4,960.04	4 \$ 31.50	\$ 3,780.00	\$ 11.75	\$ 1,410.00	
42	506	3,263	LF	BIODEG EROSN CONT LOGS (INSTL) (8")	\$ 7.52	\$ 24,522.14	4 \$ 5.25	\$ 17,130.75	\$ 4.00	\$ 13,052.00	
43	506	3,263	LF	BIODEG EROSN CONT LOGS (REMOVE)	\$ 5.01	\$ 16,348.10	0 \$ 5.25	\$ 17,130.75	\$ 1.00	\$ 3,263.00	
44	512	170	LF	PORT CTB (FUR & INST) (F-SHAPE) (TY 4)	\$ 22.55	\$ 3,832.76	6 \$ 441.00	\$ 74,970.00	\$ 210.00	\$ 35,700.00	
45	527	318	SY	COLORED TEXTURED CONC (TRUCK APRON) (8")	\$ 296.85	\$ 94,398.60	) \$ 157.50	\$ 50,085.00	\$ 165.00	\$ 52,470.00	
46	527	494	SY	COLORED TEXTURED CONC (MEDIAN) (6")	\$ 175.35	\$ 86,625.37	7 \$ 136.50	\$ 67,431.00	\$ 110.00	\$ 54,340.00	
47	529	300	LF	CONC CURB AND GUTTER (TY I)	\$ 36.32	\$ 10,897.06	6 \$ 26.25	\$ 7,875.00	\$ 30.00	\$ 9,000.00	
48	529	6,685	LF	CONC CURB AND GUTTER (TY II)	\$ 28.81	\$ 192,583.62	2 \$ 16.80	\$ 112,308.00	\$ 18.00	\$ 120,330.00	





#### BID TITLE: EPIA Iron Dust Off Bypass

BID DATE	E: April 9, 202	25							Department: C	apital Improvement		
					AAA General Co El Pas	ontractors, LLC so, TX		Contractors Inc. so, TX	Dan Williams Company Austin, TX Bidder 3 of 6			
					Bidder	1 of 6	Bidder	2 of 6				
BASE BID	01											
ltem No.	TxDOT Item	Approximate/ Estimate Quantity	Unit of Measure	Description	Price (ONLY 2 DECIMALS)	Total	Price (ONLY 2 DECIMALS)	Total	Price (ONLY 2 DECIMALS)	Total		
49	529	201	LF	CONC CURB (TY II)	\$ 25.05	\$ 5,035.19	\$ 21.00	\$ 4,221.00	\$ 30.00	\$ 6,030.00		
50	529	34	SY	DRIVEWAYS (CONC)	\$ 231.72	\$ 7,878.45	\$ 157.50	\$ 5,355.00	\$ 125.00	\$ 4,250.00		
51	529	3,904	SY	CONC SUP (5")	\$ 150.30	\$ 586,787.92	\$ 99.75	\$ 389,424.00	\$ 64.75	\$ 252,784.00		
52	529	4	EA	CURB RAMP (TY 1)	\$ 1,628.30	\$ 6,513.19	\$ 2,100.00	\$ 8,400.00	\$ 3,200.00	\$ 12,800.00		
53	529	1	EA	CURB RAMP (TY 21)	\$ 3,569.73	\$ 3,569.73	\$ 2,100.00	\$ 2,100.00	\$ 4,500.00	\$ 4,500.00		
54	529	972	LF	CHAIN LINK FENCE (REMOVE)	\$ 4.36	\$ 4,236.78	\$ 7.35	\$ 7,144.20	\$ 6.00	\$ 5,832.00		
55	529	4,087	LF	CHAIN LINK FENCE (INSTALL) (6') (BARB TOP)	\$ 36.55	\$ 149,375.73	\$ 63.00	\$ 257,481.00	\$ 30.00	\$ 122,610.00		
56	529	1	EA	GATE (INSTALL) (DOUBLE) (6' X 20')	\$ 4,383.87	\$ 4,383.87	\$ 7,875.00	\$ 7,875.00	\$ 4,000.00	\$ 4,000.00		
57	529	4	EA	RELOCATE RD IL ASM (TRANS-BASE)	\$ 5,110.35	\$ 20,441.38	\$ 2,415.00	\$ 9,660.00	\$ 2,275.00	\$ 9,100.00		
58	529	4	EA	REPLACE LUMINAIRE W/(250W EQ) LED	\$ 4,321.25	\$ 17,284.99	\$ 535.50	\$ 2,142.00	\$ 505.00	\$ 2,020.00		
59	529	19	EA	IN RD IL (TY SA) 30T-8 (250W EQ) LED	\$ 5,685.26	\$ 108,019.93	\$ 5,565.00	\$ 105,735.00	\$ 5,255.00	\$ 99,845.00		
60	529	4,005	LF	CONDT (PVC) (SCHD 40) 2"	\$ 9.02	\$ 36,118.12	\$ 21.00	\$ 84,105.00	\$ 19.25	\$ 77,096.25		
61	529	2,484	LF	ELEC CONDR (NO. 6) INSULATED	\$ 7.77	\$ 19,290.05	\$ 3.68	\$ 9,141.12	\$ 3.30	\$ 8,197.20		
62	529	12	EA	GROUND BOX TY A W/APRON	\$ 1,753.55	\$ 21,042.60	\$ 1,732.50	\$ 20,790.00	\$ 1,595.00	\$ 19,140.00		
63	644	34	EA	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	\$ 857.99	\$ 29,171.56	\$ 1,050.00	\$ 35,700.00	\$ 1,000.00	\$ 34,000.00		
64	644	3	EA	IN SM RD SN SUP&AM TY10BWG(1)SA(T)	\$ 1,045.87	\$ 3,137.60	\$ 1,260.00	\$ 3,780.00	\$ 1,200.00	\$ 3,600.00		





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						ontractors, LLC so, TX	Dan Williams Company Austin, TX			
					Bidder	1 of 6	Bidde	r 2 of 6	Bidde	r 3 of 6
BASE BID	01									
ltem No.	TxDOT Item	Estimate		Description	Price (ONLY 2 Total DECIMALS)		Price (ONLY 2 DECIMALS)	Total	Price (ONLY 2 DECIMALS)	Total
65	644	4	EA	IN SM RD SN SUP&AM TY10BWG(1)SB(T)	\$ 914.35	\$ 3,657.40	\$ 1,050.00	\$ 4,200.00	\$ 1,000.00	\$ 4,000.00
66	644	5	EA	IN SM RD SN SUP&AM (INST SIGN ONLY)	\$ 400.81	\$ 2,004.06	\$\$351.75	\$ 1,758.75	\$ 335.00	\$ 1,675.00
67	644	4	EA	PERMANENT TY III BARRICADE	\$ 1,878.80	\$ 7,515.21	\$ 4,725.00	\$ 18,900.00	\$ 4,500.00	\$ 18,000.00
68	658	16	EA	INSTL DEL ASSM (D-DY)SZ 2(YFLX)SRF(BI)	\$ 150.30	\$ 2,404.87	\$ 262.50	\$ 4,200.00	\$ 85.00	\$ 1,360.00
69	658	37	EA	INSTL DEL ASSM (D-DW)SZ 2(WFLX)SRF	\$ 150.30	\$ 5,561.26	\$ 262.50	\$ 9,712.50	\$ 80.00	\$ 2,960.00
70	662	7,146	LF	WK ZN PAV MRK REMOV (Y)6"(SLD)	\$ 2.93	\$ 20,944.45	5 \$ 2.52	\$ 18,007.92	\$ 2.34	\$ 16,721.64
71	662	1,017	LF	WK ZN PAV MRK REMOV (W)6"(SLD)	\$ 2.93	\$ 2,980.76	\$\$2.52	\$ 2,562.84	\$ 2.34	\$ 2,379.78
72	662	16	LF	WK ZN PAV MRK REMOV (W)24"(SLD)	\$ 19.73	\$ 315.64	\$ 16.80	\$ 268.80	\$ 15.75	\$ 252.00
73	666	14,782	LF	REFL PAV MRK TY I (Y)6"(SLD)(090MIL)	\$ 1.13	\$ 16,663.48	8 \$ 1.58	\$ 23,355.56	\$ 0.90	\$ 13,303.80
74	666	7,265	LF	REFL PAV MRK TY I (W)6"(SLD)(090MIL)	\$ 1.13	\$ 8,189.70	)\$ 1.16	\$ 8,427.40	\$ 0.90	\$ 6,538.50
75	666	475	LF	REFL PAV MRK TY I (W)6"(BRK)(090MIL)	\$ 1.15	\$ 547.36	\$\$2.31	\$ 1,097.25	\$ 0.96	\$ 456.00
76	666	444	LF	REFL PAV MRK TY I (W)8"(SLD)(090MIL)	\$ 2.73	\$ 1,212.35	5 \$ 2.73	\$ 1,212.12	\$ 2.18	\$ 967.92
77	666	96	LF	REFL PAV MRK TY I (W)8"(DOT)(090MIL)	\$ 3.13	\$ 300.61	\$ 6.83	\$ 655.68	\$ 2.50	\$ 240.00
78	666	501	LF	REFL PAV MRK TY I (W)12"(SLD)(090MIL)	\$ 7.82	\$ 3,915.73	\$ 6.83	\$ 3,421.83	\$ 6.25	\$ 3,131.25
79	666	59	LF	REFL PAV MRK TY I (W)12"(DOT)(090MIL)	\$ 7.14	\$ 421.23	\$ 6.30	\$ 371.70	\$ 5.72	\$ 337.48
80	666	975	LF	REFL PAV MRK TY I (W)24"(SLD)(090MIL)	\$ 16.91	\$ 16,486.50	\$ 14.70	\$ 14,332.50	\$ 13.50	\$ 13,162.50





#### BID TITLE: EPIA Iron Dust Off Bypass

BID DATE	: April 9, 202	25										Department: C	Capita	al Improvement	
					AAA General C El Pas			E	Black Stallion C El Pas			Dan Williams Company Austin, TX			
					Bidde	r 1 of	6		Bidder	2 of	6	Bidder 3 of 6			
BASE BID	1														
tem No.	TxDOT Item	Approximate/ Estimate Quantity	Unit of Measure	Description	Price (ONLY 2 DECIMALS)		Total		Price (ONLY 2 ECIMALS)	Total		Price (ONLY 2 DECIMALS)		Total	
81	668	14	EA	PREFAB PAV MRK TY C (W)(ARROW)	\$ 432.12	\$	6,049.75	\$	367.50	\$	5,145.00	\$ 345.00	\$	4,830.00	
82	668	2	EA	PREFAB PAV MRK TY C (W)(DBL ARROW)	\$ 672.61	\$	1,345.22	\$	577.50	\$	1,155.00	\$ 537.00	\$	1,074.00	
83	668	4	EA	PREFAB PAV MRK TY C (W)(WORD)	\$ 582.43	\$	2,329.72	\$	493.50	\$	1,974.00	\$ 465.00	\$	1,860.00	
84	668	53	EA	PREFAB PAV MRK TY C (W)(18")(YLD TRI)	\$ 80.46	\$	4,264.53	\$	68.25	\$	3,617.25	\$ 64.25	\$	3,405.25	
85	672	104	EA	REFL PAV MRKR TY I-C	\$ 6.44	\$	669.56	\$	6.30	\$	655.20	\$ 5.15	\$	535.60	
86	672	210	EA	REFL PAV MRKR TY II-A-A	\$ 6.44	\$	1,351.99	\$	6.30	\$	1,323.00	\$ 5.15	\$	1,081.50	
87	677	8,112	LF	ELIM EXT PAV MRK & MRKS (4")	\$ 0.81	\$	6,604.37	\$	0.84	\$	6,814.08	\$ 0.65	\$	5,272.80	
88	677	538	LF	ELIM EXT PAV MRK & MRKS (8")	\$ 1.13	\$	606.48	\$	0.95	\$	511.10	\$ 0.90	\$	484.20	
89	677	416	LF	ELIM EXT PAV MRK & MRKS (12")	\$ 5.56	\$	2,313.48	\$	4.73	\$	1,967.68	\$ 4.45	\$	1,851.20	
90	677	270	LF	ELIM EXT PAV MRK & MRKS (24")	\$ 11.15	\$	3,009.84	\$	9.45	\$	2,551.50	\$ 8.90	\$	2,403.00	
91	677	8	EA	ELIM EXT PAV MRK & MRKS (ARROW)	\$ 189.13	\$	1,513.06	\$	162.75	\$	1,302.00	\$ 151.00	\$	1,208.00	
92	677	2	EA	ELIM EXT PAV MRK & MRKS (DBL ARROW)	\$ 210.43	\$	420.85	\$	183.75	\$	367.50	\$ 168.00	\$	336.00	
93	677	8	EA	ELIM EXT PAV MRK & MRKS (WORD)	\$ 210.43	\$	1,683.41	\$	183.75	\$	1,470.00	\$ 168.00	\$	1,344.00	
94	N/A	1	EA	20' POND DEPTH GAUGE	\$ 3,401.00	\$	3,401.00	\$	9,975.00	\$	9,975.00	\$ 8,500.00	\$	8,500.00	
Sum Base Bid 1 (Line items 1-94)					\$	4,395,935.41			\$	4,360,836.64		\$	3,658,121.92		
Bid Bond				nd	Y	ES			N	0		YES			
		Am	endments Acl	knowledged	Y	ES			YES YES				ES		

NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.





#### BID TITLE: EPIA Iron Dust Off Bypass

BID DATE	: April 9, 202	25			1		T		Department: C	apital Improvemen		
					Del Mar Con El Pas	tracting Inc. so, TX		struction 1 Ltd so, TX	Jordan Foster Construction, LLC El Paso, TX Bidder 6 of 6			
					Bidde	4 of 6	Bidde	r 5 of 6				
BASE BID	) 1									-		
tem No.	TxDOT Item	Approximate/ Estimate Quantity	Unit of Measure	Description	Price (ONLY 2 Total DECIMALS)		Price (ONLY 2 DECIMALS)	Total	Price (ONLY 2 DECIMALS)	Total		
1	500	1	LS	MOBILIZATION	\$ 80,000.00	\$ 80,000.00	\$ 11,120.31	\$ 11,120.31	\$ 190,000.00	\$ 190,000.0		
2	100	20	STA	PREPARING RIGHT-OF-WAY	\$ 2,300.00	\$ 46,000.00	\$ 985.40	\$ 19,708.00	\$ 1,500.00	\$ 30,000.0		
3	104	1,459	LF	REMOVING CONC (CURB AND GUTTER)	\$ 5.00	\$ 7,295.00	\$ 10.67	\$ 15,567.53	\$ 7.00	\$ 10,213.0		
4	104	398	SY	REMOVING CONC (SIDEWALK)	\$ 12.00	\$ 4,776.00	\$ 8.66	\$ 3,446.68	\$ 16.00	\$ 6,368.0		
5	105	2,275	SY	REMOVE ASPH PAV (9")	\$ 15.50	\$ 35,262.50	\$ 10.55	\$ 24,001.25	\$ 12.00	\$ 27,300.0		
6	110	25,500	CY	EXCAVATION (SPECIAL)	\$ 18.00	\$ 459,000.00	\$ 16.81	\$ 428,655.00	\$ 18.00	\$ 459,000.0		
7	110	3,630	CY	EXCAVATION (ROADWAY)	\$ 8.00	\$ 29,040.00	\$ 16.81	\$ 61,020.30	\$ 10.00	\$ 36,300.0		
8	132	7,344	CY	EMBANKMENT (DENSITY CONTROL)	\$ 8.00	\$ 58,752.00	\$ 20.31	\$ 149,156.64	\$ 13.00	\$ 95,472.0		
9	170	4,301	LF	2" SCH. 40 PVC MAINLINE	\$ 5.20	\$ 22,365.20	\$ 5.94	\$ 25,547.94	\$ 2.25	\$ 9,677.2		
10	170	195	LF	4" SCH. 40 PVC SLEEVE	\$ 7.50	\$ 1,462.50	\$ 26.72	2 \$ 5,210.40	\$ 6.00	\$ 1,170.0		
11	170	195	LF	2" SCH. 40 PVC SLEEVE	\$ 5.00	\$ 975.00	\$ 21.43	\$ \$ 4,178.85	\$ 2.25	\$ 438.7		
12	170	9	EA	2" ISOLATION VALVE	\$ 306.00	\$ 2,754.00	\$ 441.04	\$ 3,969.36	\$ 200.00	\$ 1,800.0		
13	170	8	EA	2" SCH. 80 PVC CAP	\$ 42.00	\$ 336.00	\$ 100.81	\$ 806.48	\$ 36.00	\$ 288.0		
14	192	163	EA	1' X 1' LANDSCAPE BOULDER	\$ 167.00	\$ 27,221.00	\$ 378.03	\$\$61,618.89	\$ 180.00	\$ 29,340.0		
15	192	135	EA	2' X 2' LANDSCAPE BOULDER	\$ 440.00	\$ 59,400.00	\$ 441.04	\$ 59,540.40	\$ 500.00	\$ 67,500.0		
16	192	74	EA	3' X 3' LANDSCAPE BOULDER	\$ 800.00	\$ 59,200.00	\$ 567.05	5 \$ 41,961.70	\$ 950.00	\$ 70,300.0		





#### BID TITLE: EPIA Iron Dust Off Bypass

BID DATE	E: April 9, 202	25						-				Department: C	apital Improvement		
					Del Mar Con El Pas	ntractii so, TX			Horizone Cons El Pas			Jordan Foster Construction, LLC El Paso, TX Bidder 6 of 6			
					Bidder	r 4 of (	6		Bidder	5 of 6	;				
BASE BID	01														
ltem No.	TxDOT Item	Approximate/ Estimate Quantity	Unit of Measure	Description	Price (ONLY 2 DECIMALS)		Total		Price (ONLY 2 ECIMALS)		Total	Price (ONLY 2 DECIMALS)	Total		
17	192	76	EA	4' X 4' LANDSCAPE BOULDER	\$ 1,340.00	\$	101,840.00	\$	693.06	\$	52,672.56	\$ 1,700.00	\$ 129,200.00		
18	192	3,246	SY	2"-4" CRUSHED AGGREGATE AT 4" DEPTH OVER WEED FABRIC	\$ 17.50	\$	56,805.00	\$	20.17	\$	65,471.82	\$ 12.00	\$ 38,952.00		
19	192	2,941	SY	3/4" CRUSHED AGGREGATE AT 4" DEPTH OVER WEED FABRIC	\$ 19.50	\$	57,349.50	\$	29.62	\$	87,112.42	\$ 23.00	\$ 67,643.00		
20	192	5,598	LF	ALUMINUM LANDSCAPE EDGE	\$ 11.00	\$	61,578.00	\$	22.06	\$	123,491.88	\$ 13.00	\$ 72,774.00		
21	247	414	SY	FL BS (CMP IN PLC) (TY A) (GR 1-2) (4")	\$ 15.00	\$	6,210.00	\$	8.73	\$	3,614.22	\$ 12.00	\$ 4,968.00		
22	247	11,231	SY	FL BS (CMP IN PLC) (TY A) (GR 1-2) (10")	\$ 21.50	\$	241,466.50	\$	17.89	\$	200,922.59	\$ 19.00	\$ 213,389.00		
23	310	1,815	GAL	PRIME COAT (MC-30)	\$ 7.00	\$	12,705.00	\$	14.21	\$	25,791.15	\$ 7.50	\$ 13,612.50		
24	341	1,497	TON	D-GR HMA TY-C PG70-28 (3")	\$ 122.00	\$	182,634.00	\$	166.59	\$	249,385.23	\$ 120.00	\$ 179,640.00		
25	402	1,610	LF	TRENCH EXCAVATION PROTECTION	\$ 3.50	\$	5,635.00	\$	48.52	\$	78,117.20	\$ 7.00	\$ 11,270.00		
26	416	184	VF	DRILL SHAFT (RDWAY ILL POLE) (30 IN)	\$ 450.00	\$	82,800.00	\$	499.00	\$	91,816.00	\$ 400.00	\$ 73,600.00		
27	432	15	CY	RIPRAP (STONE PROTECTION) (12 IN)	\$ 192.00	\$	2,880.00	\$	151.07	\$	2,266.05	\$ 160.00	\$ 2,400.00		
28	464	1,120	LF	RC PIPE (CL III)(24 IN)	\$ 118.50	\$	132,720.00	\$	185.36	\$	207,603.20	\$ 126.00	\$ 141,120.00		
29	464	60	LF	RC PIPE (CL III)(30 IN)	\$ 140.00	\$	8,400.00	\$	260.65	\$	15,639.00	\$ 208.00	\$ 12,480.00		
30	464	480	LF	RC PIPE (CL III)(36 IN)	\$ 236.00	\$	113,280.00	\$	327.59	\$	157,243.20	\$ 350.00	\$ 168,000.00		
31	465	4	EA	INLET (COMPL)(PCU)(3FT)(LEFT)	\$ 8,100.00	\$	32,400.00	\$	9,737.81	\$	38,951.24	\$ 9,600.00	\$ 38,400.00		
32	465	3	EA	INLET (COMPL)(PCU)(3FT)(RIGHT)	\$ 9,000.00	\$	27,000.00	\$	9,720.17	\$	29,160.51	\$ 9,600.00	\$ 28,800.00		





#### BID TITLE: EPIA Iron Dust Off Bypass

BID DATE	E: April 9, 202	25									Department: C	apital Improver
						tracting Inc. so, TX		Horizone Cons El Pas			Jordan Foster C El Pas	onstruction, LL so, TX
					Bidde	4 of 6		Bidder	5 of	6	Bidde	6 of 6
BASE BID	01											
ltem No.	TxDOT Item	Approximate/ Estimate Quantity	Unit of Measure	Description	Price (ONLY 2 DECIMALS)	Total		Price (ONLY 2 DECIMALS)		Total	Price (ONLY 2 DECIMALS)	Total
33	465	1	EA	INLET (COMPL)(PCU)(3FT)(BOTH)	\$ 9,800.00	\$ 9,800	0.00	\$ 10,916.00	\$	10,916.00	\$ 11,000.00	\$ 11,00
34	465	1	EA	INLET (COMPL)(PCU)(4FT)(RIGHT)	\$ 8,500.00	\$ 8,500	0.00	\$ 10,899.11	\$	10,899.11	\$ 11,000.00	\$ 11,00
35	465	1	EA	INLET (COMPL)(PCU)(4FT)(BOTH)	\$ 8,500.00	\$ 8,500	0.00	\$ 18,926.52	\$	18,926.52	\$ 12,000.00	\$ 12,00
36	465	1	EA	INLET (COMPL)(PSL)(RC)(4FTX4FT)	\$ 8,500.00	\$ 8,500	0.00	\$ 9,521.83	\$	9,521.83	\$ 10,000.00	\$ 10,00
37	466	1	EA	HEADWALL (CH-FW-0)(DIA=36 IN)	\$ 11,000.00	\$ 11,000	0.00	\$ 18,817.37	\$	18,817.37	\$ 16,000.00	\$ 16,00
38	476	88	LF	JACK BOR OR TUN PIPE (36 IN)(RC)(CL III)	\$ 2,600.00	\$ 228,800	0.00	\$ 1,552.51	\$	136,620.88	\$ 2,600.00	\$ 228,80
39	502	9	МО	BARRICADES, SIGNS, AND TRAFFIC HANDLING	\$ 3,300.00	\$ 29,700	0.00	\$ 5,000.00	\$	45,000.00	\$ 11,000.00	\$ 99,00
40	506	120	SY	CONSTRUCTION EXITS (INSTALL) (TY 1)	\$ 20.00	\$ 2,400	0.00	\$ 56.40	\$	6,768.00	\$ 25.00	\$ 3,00
41	506	120	SY	CONSTRUCTION EXITS (REMOVE)	\$ 6.00	\$ 720	0.00	\$ 20.21	\$	2,425.20	\$ 9.00	\$ 1,08
42	506	3,263	LF	BIODEG EROSN CONT LOGS (INSTL) (8")	\$ 3.50	\$ 11,420	0.50	\$ 10.04	\$	32,760.52	\$ 12.00	\$ 39,15
43	506	3,263	LF	BIODEG EROSN CONT LOGS (REMOVE)	\$ 1.00	\$ 3,263	8.00	\$ 3.00	\$	9,789.00	\$ 5.00	\$ 16,31
44	512	170	LF	PORT CTB (FUR & INST) (F-SHAPE) (TY 4)	\$ 115.00	\$ 19,550	0.00	\$ 253.63	\$	43,117.10	\$ 215.00	\$ 36,55
45	527	318	SY	COLORED TEXTURED CONC (TRUCK APRON) (8")	\$ 148.50	\$ 47,223	8.00	\$ 112.21	\$	35,682.78	\$ 136.00	\$ 43,24
46	527	494	SY	COLORED TEXTURED CONC (MEDIAN) (6")	\$ 115.50	\$ 57,057	.00	\$ 76.85	\$	37,963.90	\$ 123.00	\$ 60,76
47	529	300	LF	CONC CURB AND GUTTER (TY I)	\$ 26.00	\$ 7,800	0.00	\$ 21.35	\$	6,405.00	\$ 32.00	\$ 9,60
48	529	6,685	LF	CONC CURB AND GUTTER (TY II)	\$ 28.50	\$ 190,522	2.50	\$ 25.58	\$	171,002.30	\$ 18.00	\$ 120,33





#### BID TITLE: EPIA Iron Dust Off Bypass

BID DATE	BID DATE: April 9, 2025 Department: Capital Improvement									
					Del Mar Con El Pas			struction 1 Ltd so, TX		onstruction, LLC so, TX
					Bidder	4 of 6	Bidder	5 of 6	Bidder	r 6 of 6
BASE BID	01									
ltem No.	TxDOT Item	Approximate/ Estimate Quantity	Unit of Measure	Description	Price (ONLY 2 DECIMALS)	Total	Price (ONLY 2 DECIMALS)	Total	Price (ONLY 2 DECIMALS)	Total
49	529	201	LF	CONC CURB (TY II)	\$ 28.50	\$ 5,728.50	\$ 17.09	\$ 3,435.09	\$ 26.00	\$ 5,226.00
50	529	34	SY	DRIVEWAYS (CONC)	\$ 68.00	\$ 2,312.00	\$ 58.78	\$ 1,998.52	\$ 130.00	\$ 4,420.00
51	529	3,904	SY	CONC SUP (5")	\$ 72.65	\$ 283,625.60	\$ 56.45	\$ 220,380.80	\$ 62.00	\$ 242,048.00
52	529	4	EA	CURB RAMP (TY 1)	\$ 1,100.00	\$ 4,400.00	\$ 1,675.17	\$ 6,700.68	\$ 1,700.00	\$ 6,800.00
53	529	1	EA	CURB RAMP (TY 21)	\$ 2,000.00	\$ 2,000.00	\$ 1,823.21	\$ 1,823.21	\$ 2,900.00	\$ 2,900.00
54	529	972	LF	CHAIN LINK FENCE (REMOVE)	\$ 4.00	\$ 3,888.00	\$ 9.02	\$ 8,767.44	\$ 8.00	\$ 7,776.00
55	529	4,087	LF	CHAIN LINK FENCE (INSTALL) (6') (BARB TOP)	\$ 72.00	\$ 294,264.00	\$ 85.21	\$ 348,253.27	\$ 73.00	\$ 298,351.00
56	529	1	EA	GATE (INSTALL) (DOUBLE) (6' X 20')	\$ 5,000.00	\$ 5,000.00	\$ 5,670.42	\$ 5,670.42	\$ 5,000.00	\$ 5,000.00
57	529	4	EA	RELOCATE RD IL ASM (TRANS-BASE)	\$ 2,558.00	\$ 10,232.00	\$ 2,851.59	\$ 11,406.36	\$ 2,300.00	\$ 9,200.00
58	529	4	EA	REPLACE LUMINAIRE W/(250W EQ) LED	\$ 510.00	\$ 2,040.00	\$ 636.35	\$ 2,545.40	\$ 510.00	\$ 2,040.00
59	529	19	EA	IN RD IL (TY SA) 30T-8 (250W EQ) LED	\$ 5,950.00	\$ 113,050.00	\$ 6,621.78	\$ 125,813.82	\$ 5,300.00	\$ 100,700.00
60	529	4,005	LF	CONDT (PVC) (SCHD 40) 2"	\$ 21.50	\$ 86,107.50	\$ 24.05	\$ 96,320.25	\$ 20.00	\$ 80,100.00
61	529	2,484	LF	ELEC CONDR (NO. 6) INSULATED	\$ 3.75	\$ 9,315.00	\$ 4.15	\$ 10,308.60	\$ 3.50	\$ 8,694.00
62	529	12	EA	GROUND BOX TY A W/APRON	\$ 1,800.00	\$ 21,600.00	\$ 2,005.44	\$ 24,065.28	\$ 1,600.00	\$ 19,200.00
63	644	34	EA	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	\$ 1,100.00	\$ 37,400.00	\$ 1,259.15	\$ 42,811.10	\$ 1,000.00	\$ 34,000.00
64	644	3	EA	IN SM RD SN SUP&AM TY10BWG(1)SA(T)	\$ 1,300.00	\$ 3,900.00	\$ 1,445.05	\$ 4,335.15	\$ 1,200.00	\$ 3,600.00





#### BID TITLE: EPIA Iron Dust Off Bypass

BID DATE: April 9, 2025 Department: Capital Improvement										
						ntracting Inc. so, TX		struction 1 Ltd so, TX		onstruction, LLC so, TX
					Bidde	r 4 of 6	Bidder	r 5 of 6	Bidde	r 6 of 6
BASE BI	01									
ltem No.	TxDOT Item	Approximate/ Estimate Quantity	Unit of Measure	Description	Price (ONLY 2 DECIMALS)	Total	Price (ONLY 2 DECIMALS)	Total	Price (ONLY 2 DECIMALS)	Total
65	644	4	EA	IN SM RD SN SUP&AM TY10BWG(1)SB(T)	\$ 1,100.00	\$ 4,400.00	\$ 1,244.07	\$ 4,976.28	\$ 1,000.00	\$ 4,000.00
66	644	5	EA	IN SM RD SN SUP&AM (INST SIGN ONLY)	\$ 375.00	\$ 1,875.00	\$ 416.24	\$ 2,081.20	\$ 350.00	\$ 1,750.00
67	644	4	EA	PERMANENT TY III BARRICADE	\$ 4,880.00	\$ 19,520.00	\$ 5,440.59	\$ 21,762.36	\$ 4,400.00	\$ 17,600.00
68	658	16	EA	INSTL DEL ASSM (D-DY)SZ 2(YFLX)SRF(BI)	\$ 22.00	\$ 352.00	\$ 46.54	\$ 744.64	\$ 120.00	\$ 1,920.00
69	658	37	EA	INSTL DEL ASSM (D-DW)SZ 2(WFLX)SRF	\$ 23.00	\$ 851.00	\$ 41.63	\$ 1,540.31	\$ 110.00	\$ 4,070.00
70	662	7,146	LF	WK ZN PAV MRK REMOV (Y)6"(SLD)	\$ 2.34	\$ 16,721.64	\$ 2.95	\$ 21,080.70	\$ 2.60	\$ 18,579.60
71	662	1,017	LF	WK ZN PAV MRK REMOV (W)6"(SLD)	\$ 2.34	\$ 2,379.78	\$ 2.95	\$ 3,000.15	\$ 2.60	\$ 2,644.20
72	662	16	LF	WK ZN PAV MRK REMOV (W)24"(SLD)	\$ 15.75	\$ 252.00	\$ 19.85	\$ 317.60	\$ 18.00	\$ 288.00
73	666	14,782	LF	REFL PAV MRK TY I (Y)6"(SLD)(090MIL)	\$ 0.90	\$ 13,303.80	\$ 1.14	\$ 16,851.48	\$ 1.00	\$ 14,782.00
74	666	7,265	LF	REFL PAV MRK TY I (W)6"(SLD)(090MIL)	\$ 0.90	\$ 6,538.50	\$ 1.14	\$ 8,282.10	\$ 1.00	\$ 7,265.00
75	666	475	LF	REFL PAV MRK TY I (W)6"(BRK)(090MIL)	\$ 0.96	\$ 456.00	\$ 1.21	\$ 574.75	\$ 1.10	\$ 522.50
76	666	444	LF	REFL PAV MRK TY I (W)8"(SLD)(090MIL)	\$ 2.18	\$ 967.92	\$ 2.75	\$ 1,221.00	\$ 2.40	\$ 1,065.60
77	666	96	LF	REFL PAV MRK TY I (W)8"(DOT)(090MIL)	\$ 2.50	\$ 240.00	\$ 3.16	\$ 303.36	\$ 3.00	\$ 288.00
78	666	501	LF	REFL PAV MRK TY I (W)12"(SLD)(090MIL)	\$ 6.25	\$ 3,131.25	\$ 7.88	\$ 3,947.88	\$ 7.00	\$ 3,507.00
79	666	59	LF	REFL PAV MRK TY I (W)12"(DOT)(090MIL)	\$ 5.72	\$ 337.48	\$ 7.21	\$ 425.39	\$ 6.50	\$ 383.50
80	666	975	LF	REFL PAV MRK TY I (W)24"(SLD)(090MIL)	\$ 13.50	\$ 13,162.50	\$ 17.02	\$ 16,594.50	\$ 16.00	\$ 15,600.00





#### BID TITLE: EPIA Iron Dust Off Bypass

BID DATE: April 9, 2025 Department: Capital Improvement										
						ntracting Inc. so, TX	Horizone Construction 1 Ltd Jordan Foster Construction, El Paso, TX El Paso, TX			
					Bidde	r 4 of 6	Bidde	r 5 of 6	Bidde	r 6 of 6
BASE BID	) 1				•		•			
ltem No.	TxDOT Item	Approximate/ Estimate Quantity	Unit of Measure	Description	Price (ONLY 2 DECIMALS)	Total	Price (ONLY 2 DECIMALS)	Total	Price (ONLY 2 DECIMALS)	Total
81	668	14	EA	PREFAB PAV MRK TY C (W)(ARROW)	\$ 345.00	\$ 4,830.00	) \$ 434.74	\$ 6,086.36	\$ 400.00	\$ 5,600.00
82	668	2	EA	PREFAB PAV MRK TY C (W)(DBL ARROW)	\$ 537.00	\$ 1,074.00	\$ 676.67	\$ 1,353.34	\$ 600.00	\$ 1,200.00
83	668	4	EA	PREFAB PAV MRK TY C (W)(WORD)	\$ 465.00	\$ 1,860.00	) \$ 585.95	\$ 2,343.80	\$ 550.00	\$ 2,200.00
84	668	53	EA	PREFAB PAV MRK TY C (W)(18")(YLD TRI)	\$ 64.25	\$ 3,405.25	5 \$ 80.97	\$ 4,291.41	\$ 75.00	\$ 3,975.00
85	672	104	EA	REFL PAV MRKR TY I-C	\$ 5.15	\$ 535.60	) \$ 6.49	\$ 674.96	\$ 6.00	\$ 624.00
86	672	210	EA	REFL PAV MRKR TY II-A-A	\$ 5.15	\$ 1,081.50	) \$ 6.49	\$ 1,362.90	\$ 6.00	\$ 1,260.00
87	677	8,112	LF	ELIM EXT PAV MRK & MRKS (4")	\$ 0.65	\$ 5,272.80	0 \$ 0.82	\$ 6,651.84	\$ 1.00	\$ 8,112.00
88	677	538	LF	ELIM EXT PAV MRK & MRKS (8")	\$ 0.90	\$ 484.20	)\$1.14	\$ 613.32	\$ 1.00	\$ 538.00
89	677	416	LF	ELIM EXT PAV MRK & MRKS (12")	\$ 4.45	\$ 1,851.20	) \$ 5.61	\$ 2,333.76	\$ 5.00	\$ 2,080.00
90	677	270	LF	ELIM EXT PAV MRK & MRKS (24")	\$ 8.90	\$ 2,403.00	) \$ 11.22	\$ 3,029.40	\$ 10.00	\$ 2,700.00
91	677	8	EA	ELIM EXT PAV MRK & MRKS (ARROW)	\$ 151.00	\$ 1,208.00	) \$ 190.28	\$ 1,522.24	\$ 170.00	\$ 1,360.00
92	677	2	EA	ELIM EXT PAV MRK & MRKS (DBL ARROW)	\$ 168.00	\$ 336.00	211.70	\$ 423.40	\$ 185.00	\$ 370.00
93	677	8	EA	ELIM EXT PAV MRK & MRKS (WORD)	\$ 168.00	\$ 1,344.00	) \$ 211.70	\$ 1,693.60	\$ 185.00	\$ 1,480.00
94	N/A	1	EA	20' POND DEPTH GAUGE	\$ 3,000.00	\$ 3,000.00	) \$ 2,823.82	\$ 2,823.82	\$ 2,500.00	\$ 2,500.00
		Sum E	Base Bid 1 (Li	ne items 1-94)		\$ 3,662,335.22		\$ 3,994,926.75		\$ 3,907,575.90
			Bid Bor	nd	N	10	N	10	Y	ES
Amendments Acknowledged				Y	ES	Y	ES	Y	ES	
NOTE: T	TE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.									

	2025-0342 EPIA Iron Dust Off Bypass View List		
	Participant	City	State
1	915 hauler	el paso	TX
2	A-1 Auto Body Shop	El Paso	ΤХ
3	AAA General Contractors, LLC	El Paso	ΤХ
4	AAORSI	Dayton	ОН
5	Advanced Security Contractors, Inc.	EL PASO	ΤХ
6	Amtek USA, Austin	Houston	TX
7	Aztec Contractors Inc	EL PASO	ΤX
8	BELLA IRRIGATION, LLC	El Paso	ΤХ
9	Black Stallion Contractors, Inc.	El Paso	ΤX
10	Broaddus & Associates	Austin	ΤХ
11	Brock & Bustillos Inc.	El Paso	ΤХ
12	Buildtech Automation Inc LLC	El Paso	ΤX
13	Burman Construction, LLC	El Paso	ΤХ
14	Caballero Electric Co	El Paso	ΤХ
15	ChemGiant Ilc	Anthony, TX	TX
16	CIJ General Contractor	El Paso	TX
17	Condor Consulting Group, LLC	El Paso	ΤХ
18	Construction Reporter	Albuquerque	NM
19	CONSTRUCTION SOLUTION USA LLC	CARROLLTON	ТХ
20	Constructors, Inc.	Carlsbad	NM
21	CSA Constructors (Karlsruher, Inc.)	El Paso	ТХ
22	Dan Williams Company	Austin	ТХ
23	Del Mar Contracting, Inc.	El Paso	ТХ
24	Delegard Tool of Texas	Houston	ΤХ
25	El Paso A.R.C. Electric, Inc.	El Paso	ΤХ
26	Elias Concrete Construction LLC	El Paso	ΤХ
27	Evolution Construction Dirt & Paving, LLC	El Paso	ΤХ
28	Filterbuy Incorporated	Talladega	AL
29	FOX CONSTRUCTOR LLC	El Paso	ТХ
30	RONTIER ROOFING SUPPLY (Superior Asphalt Enterprises Inc	EL PASO	ΤХ
31	Gordon Davis Johnson & Shane PC	El Paso	ΤХ
32	Hawk Construction	El Paso	TX
33	Horizone Construction 1 LTD	El Paso	ΤХ
34	HPO Construction LLC	El Paso	TX
35	J Carrizal General Constructio	El Paso	ΤХ
36	Jaynes Corporation of Texas	El Paso	ΤХ
37	Jobe Materials	El Paso	ΤХ
38	Jordan Foster Construction, LLC	El Paso	ΤХ
39	Keystone Contractors and Engineers (Keystone GC, LLC.)	El Paso	ΤХ
40	LDCM Solutions LLC	El Paso	ΤХ
41	LOI Engineers (LEC Engineering, Inc. dba LOI Engineers)	El Paso	ΤХ
42	Martinez Bros. Contractors, LLC	El Paso	ТХ
43	MONEYLINEZ 915 LLC	El Paso	TX

	2025-0342 EPIA Iron Dust Off Bypass		
	View List	1	
	Participant	City	State
44	Noble General Contractors, LLC	El Paso	ТΧ
45	North America Procurement Council Inc., PBC	Grand Junction	CO
46	PMI Pavement Marking, LLC (Pavement Marking, LLC)	EL PASO	ТΧ
47	Pride General Contractors, LLC	El Paso	ТΧ
48	Pro-Fit Outfitters	Navasota	ТΧ
49	QANNEX CORP	EL PASO	ТΧ
50	RC Enterprises Inc Electrical Contractor	El Paso	ТΧ
51	Sherwin Williams Protective Coatings	El Paso	ТΧ
52	Sites Southwest, LLC	El Paso	ТΧ
53	Tasso Construction (Tasso Custom Designs, LLC)	Azle	ТΧ
54	Technical Training Solutions, LLC	Vance	AL
55	The PlanIt Room	El Paso	ТΧ
56	Valor GC	El Paso	ТΧ
57	Vertex Contractors, LLC.	San Elizario	ТΧ
58	Walker Systems78 LLC	Horizon City	ТΧ
59	WOFFORD TRUCK PARTS (TE EL PASO,LLC)	EL PASO	ТΧ
60	Zayza Irrigation & Landscape Inc	El Paso County	ТΧ
61	Zeraus Iluminacion	El Paso	ТΧ
62	ZTEX Construction, Inc.	El Paso	ΤX

# DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

#### In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. Contributions and Donations do NOT disqualify an applicant from doing business with the City.

#### **Definitions:**

"Contribution"	A direct or indirect transfer of money, goods, services, or any other thing of value and includes an
	agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer.
	The term includes a loan or extension of credit, other than those expressly excluded by the Texas
	Election Code, and a guarantee of a loan or extension of credit.
"Contributor"	A person making a contribution, including the contributor's spouse:
"Donation"	Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in
	their district
"Donor"	An individual and spouse; a business entity, or an individual who owns a business entity in whole or in
	part, or is operated by the individual, that is the subject of a council agenda item.
"Benefiting"	Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and
	other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of \$500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

#### **Contributor / Donor Information:**

Full Name	DerWilliams
Business Name	Day Williams Company
Agenda Item Type	Contract Award
Relevant Department	El Paso International Airport

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.



I have NOT made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR



I have made campaign contributions or donations totaling an aggregate of \$500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT (\$)
Mayor	1/0/2000	11290
District 1	W/S	1418
District 2	ITIS X	801
District 3	1413.00	2011
District 4	15. 130000	E/ . 11
District 5	11/2523	2/11
District 6	N/FVA	5//
District 7		
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.

() ficm Date: 3/26/25 Signature:



Legislation Text

# File #: 25-570, Version: 1

# CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

# DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below. No Title's, No emails. Please use ARIAL 10 Font.

#### District 1

Economic and International Development, Karina Brasgalla, (915) 212-0094 Economic and International Development, Bill Allen, (915) 212-0094

### AGENDA LANGUAGE:

*This is the language that will be posted to the agenda. Please use ARIAL 11 Font.* 

Discussion and action on a Resolution authorizing the City Manager to sign a Chapter 380 Economic Development Program Agreement by and between CITY OF EL PASO and PADEL PASO PROPERTIES, LLC, to further the municipal purpose of promoting economic development, in support of the construction of a development located on the real property with the following Property IDs 732524 and 732525, El Paso, Texas, 79912 and more fully described in Exhibit A and A-1 of the Agreement. The project includes a paddle court entertainment district and a full-service restaurant. The Agreement requires the Applicant to make a minimum investment of \$2,310,000. Over the term of the Agreement, the City shall provide economic incentives not to exceed \$45,425 in the form of a Property Tax Rebate; a Development Fee Rebate; and a Construction Materials Sales Tax Rebate.

### CITY OF EL PASO, TEXAS AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM

DEPARTMENT:

AGENDA DATE:

PUBLIC HEARING DATE:

CONTACT PERSON NAME:

PHONE NUMBER:

2nd CONTACT PERSON NAME:

PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBGOAL:

SUBJECT:

**BACKGROUND / DISCUSSION:** 

### **COMMUNITY AND STAKEHOLDER OUTREACH:**

**PRIOR COUNCIL ACTION:** 

AMOUNT AND SOURCE OF FUNDING:

### **REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

NAME	AMOUNT (\$)

**DEPARTMENT HEAD:** 

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

# **DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM**

#### In compliance with Title 2, Chapter 2.92, Section 2.92.080

#### Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City**.

#### **Definitions:**

"Contribution"	A direct or indirect transfer of money, goods, services, or any other thing of value and includes an
	agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer.
	The term includes a loan or extension of credit, other than those expressly excluded by the Texas
	Election Code, and a guarantee of a loan or extension of credit.
"Contributor"	A person making a contribution, including the contributor's spouse.
"Donation"	Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
"Donor"	An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
"Benefiting"	Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

**Instructions:** Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of \$500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

#### **Contributor / Donor Information:**

Full Name	GOBRIZI BORVNDA
Business Name	PODEL POSO PROPERTIES LLC
Agenda Item Type	Chapter 380 - Regular City Council Meeting
Relevant Department	Economic & International Development

**Disclosure Affirmation:** Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.



I have **NOT** made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR



I have made campaign contributions or donations totaling an aggregate of \$500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT (\$)
Mayor	10/280,82	2
District 1	EU S	SPI
District 2	IIS	80
District 3	HSA	201
District 4	1. 130	85/ . //
District 5	116230	
District 6	TEVA	S
District 7	CALL.	
District 8		

**Declaration:** I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.

Date: Dour 30th, 2025 Signature:

#### RESOLUTION

#### BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager be authorized to sign a Chapter 380 Economic Development Program Agreement ("Agreement") by and between **CITY OF EL PASO** ("City") and **PADEL PASO PROPERTIES, LLC,** ("Applicant") to further the municipal purpose of promoting economic development, in support of the construction of a development located on the real property with the following *Property IDs 732524 and 732525, El Paso, Texas, 79912* and more fully described in *Exhibit A* and *A-1* of the Agreement. The project includes a paddle court entertainment district and a full-service restaurant. The Agreement requires the Applicant to make a minimum investment of \$2,310,000. Over the term of the Agreement, the City shall provide economic incentives not to exceed \$45,425 in the form of a Property Tax Rebate; a Development Fee Rebate; and a Construction Materials Sales Tax Rebate.

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_.

**CITY OF EL PASO:** 

Renard U. Johnson Mayor

**ATTEST:** 

Laura D. Prine City Clerk

APPROVED AS TO FORM:

Oscar Gomez Assistant City Attorney APPROVED AS TO CONTENT:

Karina Brasgalla, Director Economic & Int'l Development This Chapter 380 Economic Development Program Agreement ("Agreement") is made this day of \_\_\_\_\_\_, 20\_\_\_\_ ("Effective Date") between the CITY OF EL PASO, TEXAS a Texas home-rule municipal corporation, (the "City") and PADEL PASO PROPERTIES, LLC, a Texas limited liability company (the "Applicant"), for the purposes and considerations stated below. The City and Applicant may hereinafter be collectively referred to as the *Parties* and individually as the *Party*.

WHEREAS, Article 3, Section 52A, Texas Constitution, authorizes the Legislature to enable cities to implement programs for the public purposes of economic development under which cities and counties may provide financial incentives for the purposes of stimulating local economic development and business and commercial activity in the City; and

WHEREAS, Section 380.001, Texas Local Government Code ("Chapter 380"), authorizes the City Council of the City to establish and provide for the administration of one or more programs in order to stimulate business and commercial activity in the City including, but not limited to, programs for (i) making loans and grants of public money to promote local economic development, (ii) accepting contributions, gifts and other resources to develop and administer a program; and

WHEREAS, the City has established an economic development program and, pursuant to Chapter 380, is authorized to provide loans or grants of public funds as a governmental function to promote economic development, including the creation and retention of jobs, stimulating of business and commercial activity, and expansion of the tax base within the City of El Paso and surrounding region; and

WHEREAS, the City wishes to provide incentives to the Applicant, pursuant to Chapter 380, for the construction of a development located on the real property with the following *Property IDs* 732524 and 732525, *El Paso, Texas*, 79912, more fully described below and in *Exhibit A* and *A-1* attached hereto (the "Development"), and the Applicant wishes to receive the incentives in exchange for compliance with the obligations set forth herein; and

WHEREAS, the City determines that a grant of funds to Applicant will serve the municipal purpose of promoting local economic development and enhancing business and commercial activity within the City and region; and

WHEREAS, the Development will likely encourage increased economic development within the City and region, provide increases in the City's property tax revenues, and improve the City's ability to provide for the health, safety and welfare of the general public within and around of El Paso, Texas; and

WHEREAS, the City finds that this Agreement embodies an eligible *program* and promotes economic development within and around the El Paso, Texas, and, as such, meets the

requirements under Chapter 380 of the Texas Local Government Code and further is in the best interests of the City.

**NOW, THEREFORE,** for and in consideration of the above recitals and the terms and conditions set forth below, the mutual benefits and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

## **SECTION 1. DEFINITIONS.**

The following words shall have the following meanings when used in this Agreement.

- A. Ad Valorem Taxes. The term *Ad Valorem Taxes* means with respect to any property tax year, all ad valorem property taxes collected by the City on the Eligible Property for that tax year. For purposes of this Agreement, Ad Valorem Taxes collected by the City shall not include penalties, interest, or attorney's fees.
- B. Affiliate. The term *Affiliate* means any person or entity identified in this Agreement means any other person or entity which, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under direct or indirect common control with such specified person or entity. For purposes of this definition, "control" when used with respect to any person or entity in conjunction with the term "affiliate" means (i) the ownership, directly or indirectly, of fifty percent (50%) or more of the voting securities of such person or entity, or (ii) the right to direct the management or operations of such person or entity, directly or indirectly, whether through the ownership (directly or indirectly) of securities, by contract or otherwise, and the terms "controlling" and "controlled" have meanings correlative to the foregoing "control as herein defined.
- C. Agreement. The term *Agreement* means this Chapter 380 Economic Development Program Agreement, together with all exhibits attached and incorporated herein by reference.
- D. Applicant. The term *Applicant* means *Padel Paso Properties, LLC*
- E. **Base Year Value.** The term *Base Year Value* shall mean the value of the real and personal property on the tax rolls as of January 1st of the year of the Effective Date of this Agreement. The Base Year Value shall not be interpreted to be equivalent or determinative for appraisal purposes or used in any way to determine market value is executed. For the purposes of this agreement, the Base Year Value is \$370,016.
- F. Construction Materials Sales Tax Rebate. The term *Construction Materials Sales Tax Rebate* shall mean a one-time 100% rebate of the City's 1% Sales and Use Tax from receipts for materials and labor of taxable items used in the construction of the Development. The determination of whether a particular receipt or transaction qualifies for Sales and Use Tax eligibility shall be based on the criteria established under Chapter

321 of the Texas Tax Code. All receipts or transactions submitted for rebate consideration must comply with these criteria and shall be collectively evaluated by the City for rebate eligibility. The Construction Materials Sales Rebate shall not exceed *\$7,500*.

- G. Development. The term *Development* means a paddle court entertainment district on the west side of El Paso to include eight courts plus a full-service restaurant at Choose an item. the following Property IDs 732524 and 732525, El Paso, Texas 79912 and as more fully described on *Exhibit A* and *A-1*, which is attached and incorporated herein for all purposes.
- H. **Development and Building Fee Rebate.** The term *Development and Building Fee Rebate* means a one-time 100% rebate of certain development fees, the rebate shall not exceed \$10,000. The Development and Building Fee Rebate shall be limited to the lesser of: (i) the development and building fee costs associated with the construction of the Development or (ii) the Development and Building Fee Rebate Cap. Under no circumstances shall the City rebate reinspection and other building and inspection penalty fees associated with the development.
- I. **Effective Date.** The term *Effective Date* means the date the El Paso City Council approves the Agreement.
- J. **Full-Time Employment.** The term *Full-Time Employment* means a job in El Paso that:
  - 1. Is created and/or retained by the Applicant, where the employee is on active status and on the payroll of the Applicant on the last day of the reporting year;
  - In which the employee must work an average of at least 35 hours per week or more, calculated by dividing the total hours worked by the number of weeks worked (Total Hours ÷ Weeks Worked ≥ 35); and
  - 3. Has the opportunity to participate in all the Applicant's employee benefits programs, including company-paid health insurance (employee must not be required to pay more than 50% of the health insurance premium) with such jobs being located at the Development, within the City of El Paso, Texas.
  - 4. These requirements are more completely described in *Exhibit B*, which is attached hereto and incorporated herein for all purposes.
- K. **Grant.** The term Grant means each annual payment to the Applicant under the terms of this Agreement computed as the sum of the applicable rebates: (i) Construction Materials Sales Tax Rebate; (ii) Development and Building Fee Rebate; and (iii) Property Tax Rebate. For purposes of this Agreement, the aggregate Grant payments will not exceed *\$45,425*.
- L. Grant Submittal Package. The term Grant Submittal Package means the documentation

required to be supplied to City as a condition of receipt of any Grant, with such documentation more fully described in *Exhibit C*, which is attached hereto and incorporated herein for all purposes.

- M. Landlord. The word *Landlord* shall mean Applicant's landlord under the lease for the Development and any subsidiary of Applicant's landlord or any entity affiliated with Applicant's landlord.
- N. Minimum Appraisal Value. The term *Minimum Appraisal Value* means the valuation of the Real and Personal Property appraised by El Paso Central Appraisal District during and after the construction or renovation of the Development. For the purposes of this Agreement, the Minimum Appraisal Value is \$1,525,016. Under no circumstances shall the Minimum Appraisal Value be interpreted to be equivalent of or determinative for appraisal purposes or to be used in any way to determine market value.
- O. **Minimum Investment.** The term *Minimum Investment* means costs totaling at least \$2,310,000 that the Applicant incurs directly, contracts out to third parties, self-performs, or causes its Landlord to incur as Qualified Expenditures for the Development. *Qualified Expenditures* means those costs incurred by the Applicant in the acquisition, construction, or furnishing of the Development.
- P. **Municipal Purpose.** The term *Municipal Purpose* shall mean or otherwise include one or more of the following:

(i) the funding of maintenance and operations expenditures of the City; and

(ii) the funding of debt service on lawfully incurred obligations of the City; and

(iii) the funding of any economic development grants or performance, incentive, or tax sharing agreements made in compliance with Chapter 380 of the Texas Local Government Code or other applicable law; or

(iv) any capital improvement project or other lawful municipal purpose authorized under Texas law that the City otherwise determines is necessary and appropriate.

Q. **Personal Property Base Year Value.** The term Personal Property Base Year Value means the value of the non-inventory, personal property on the El Paso Central Appraisal District rolls as of January 1st of the year 2025. Under no circumstances shall the Personal Property Base Year Value be interpreted to be equivalent or determinative for appraisal purposes or to be utilized in any way to determine market value. For the purposes of this Agreement, this amount \$0. The City Manager shall have the authority to amend this subsection reflecting the value herein administratively once the City Manager receives the Property ID and its corresponding value in writing from the Applicant, and the value can be confirmed by the El Paso Central Appraisal District.

- R. **Program.** The term *Program* means the economic development program established in accordance with the Chapter 380 Economic Development Policy pursuant to the Act designed to promote local economic development and stimulate business and commercial activity within the City.
- S. **Project.** The term *Project* means Applicant's planned construction of substantial improvements to real property within the City.
- T. **Property Tax Rebate.** The term *Property Tax Rebate* means a rebate of the City's portion of the incremental ad valorem Real and Personal property tax revenue generated by the Development above the Base Year Value for the Development for the given tax year during the Grant Period and as described in *Exhibit D* attached hereto. The Grant Payments shall not exceed the lesser of (i) 50% of the total value of the City's portion of the incremental ad valorem property tax revenue generated by the Development above the Base Year Value for the Development for the given tax year during the Grant Period or (ii) the up to a *maximum amount* of *\$27,925* (whichever comes first) during the Grant Period.
- U. **Qualified Expenditures.** The term *Qualified Expenditures* means the monetary expenditures paid or caused to be paid by Applicant after the Effective Date for material used in constructing or renovating the Development; and labor required for the construction or renovation of the Development.
- V. **Real Property Base Year Value.** The words *Real Property Base Year Value* mean the value of the real property on the El Paso Central Appraisal District rolls as of January 1st of the year in which this Agreement is executed with respect to the Development. However, under no circumstances shall the Real Property Base Year Value be interpreted to be equivalent or determinative for appraisal purposes or to be utilized in any way to determine market value. For the purpose of this Agreement this amount is \$370,016.

# SECTION 2. TERM AND GRANT PERIOD.

The term of this Agreement shall be the lesser of: (i) the lease term (including any renewals) relating to the Development to be located at the Development property; (ii) 7 years from the Effective Date of the Agreement; (iii) the full payment of the Grant by the City to the Applicant, as limited by the Agreement; (iv) termination of the Agreement as otherwise provided by said agreement; or (v) termination by mutual consent of the Parties in writing ("Term").

The Effective Date of the Agreement shall be the date upon which City Council approves the Agreement. However, the Applicant's eligibility for Grant payments shall be limited to 5 consecutive years (the "Grant Period") within the term of the Agreement. The Grant Period shall begin with the first year being the first tax year that begins after: (i) the issuance of the certificate of occupancy for the Development (triggered by the Grant Submittal Date); and (ii) the Applicant meets all Full-time Employment job requirements as described in *Exhibit B*.

# SECTION 3. OBLIGATIONS OF APPLICANT.

# **DEVELOPMENT**

1. The Applicant agrees to renovate, at its sole cost, the Project. Applicant must obtain the building permits for the Project within **TWELVE (12) months** from the Effective Date of this Agreement. ED Director may administratively extend this period.

2. Within **TWELVE (12) months** of the Effective Date of this Agreement, the Applicant shall submit documentation to the City to verify the qualifying expenses for improvements or new construction and Minimum Investment associated with the completion of the Project and a Certificate of Occupancy for the Development. ED Director may administratively extend this period.

3. The Applicant agrees that it shall make or cause to be made, at its sole cost and expense or the expense of third parties, Minimum Investment of **\$2,310,000** associated with this Project.

4. The Applicant agrees that the Project shall not include the demolition of buildings with a historic overlay that are deemed historic or contributing at the time of the execution of this agreement, unless specifically approved by El Paso City Council.

5. **Compliance with Tax Payment(s) Due.** Applicant or its Landlord shall pay by January 31 of each year all of the real and business personal ad valorem taxes due to for the previous tax year on the Development and any other property owned by the Applicant within the City.

6. Minimum Appraised Value. The Parties agree that the taxable value of the Development, after completion of all construction and improvements, will have an assessed land Base Year Value of \$370,016 for Property IDs 732524 and 732525, El Paso, Texas 79912. It is the intent of the Parties that the assessed value of the Development on the tax rolls shall have a Minimum Appraised *Value* of \$1,525,016 including the Base Year Value (cumulatively the "Minimum Value") during the term of the Agreement and after the completion of the Development. Applicant and its Landlord shall have the right to contest the appraised value of the Development as provided by law, however, Applicant covenants and agrees that during the term of this Agreement, it shall not challenge or permit anyone else to take actions on its behalf to challenge any assessments by the El Paso Central Appraisal District to the extent such challenge would reduce the assessed value below the Minimum Value. Any such action will be deemed an Event of Default. The Minimum Appraised Value should in no way be interpreted to affect the values set by the El Paso Central Appraisal District for tax purposes. Upon the termination of this Agreement, Company agrees that neither this Agreement, not the values contained within, will be utilized to contest appraisal values or in the determination of the market value of the Development.

# A. <u>EMPLOYMENT POSITIONS</u>

1. Applicant agrees that it shall create, staff, and maintain at least 3 Full-Time Employment positions as described in *Exhibit B* and shall maintain the Full-Time

Employment positions for the Development through the entire Grant Period of the Agreement.

2. Applicant, during normal business hours, at its principal place of business in El Paso, shall allow the City or its agents reasonable access to Applicant's employment records and books, and other records that are related to the economic development agreement considerations and incentives described herein, to verify employment records and any other records related to the City's economic development considerations and incentives provided herein. In order to protect these records, the City shall maintain the confidentiality of such records in accordance with and subject to commercially reasonable practices and all applicable laws.

# B. GRANT SUBMITTAL PACKAGE

- 1. The Applicant shall annually submit one *Grant Submittal Package* which shall be in the form provided in Exhibit C, together with the requisite documentation. The Applicant shall submit to the City the initial Grant Submittal Package on **January 1, 2028**, or within 30 business days after this date, or unless otherwise agreed by the City and Applicant in writing that the Grant Submittal Package will occur at an agreed upon date after the initial due date. Thereafter, the Applicant's annual Grant Submittal Package must be submitted on or within 30 business days after **January 1st** of each year. A failure by the Company to timely submit a Grant Submittal Package in accordance with this paragraph may be considered as a waiver by the Company to receive a Grant payment for that Grant year. A failure by the Company to timely submit a Grant Submittal Package in accordance with this paragraph may be considered as a waiver by the Company to timely submit a Grant Submittal Package in accordance with this paragraph may be considered as a waiver by the Company to timely submit a Grant Submittal Package in accordance with this paragraph may be considered as a waiver by the Company to timely submit a Grant Submittal Package in accordance with this paragraph may be considered as a waiver by the Company to timely submit a Grant Submittal Package in accordance with this paragraph may be considered as a waiver by the Company to timely submit a Grant Submittal Package in accordance with this paragraph may be considered as a waiver by the Company to receive a Grant payment for that Grant year.
- 2. Concurrent with the submittal of a Grant Submittal Package, the Company will submit to the City documentation as may be reasonably necessary to verify the expenditure to date of the Minimum Investment, which has not otherwise been verified as part of a prior submittal. The City will provide to the Company a written explanation for any Minimum Investment that the City determines cannot be verified. The Applicant may submit additional documentation to the City in order to obtain verification.
- 3. The City's determination of the amount of the Grant payment due to the Applicant is final.

# SECTION 4. OBLIGATIONS OF CITY.

- 1. During the Term of this Agreement, and so long as an Event of Default has not occurred and Applicant is in compliance with the Agreement, the City agrees as follows:
  - A. The City agrees to provide a *Construction Materials Sales Tax Rebate* not to exceed \$7,500 in accordance with the terms and provisions of this Agreement.
  - B. The City agrees to provide a *Development and Building Fee Rebate* not to exceed \$10,000 in accordance with the terms and provisions of this Agreement.
  - C. The City agrees to provide a *Property Tax Rebate* not to exceed \$27,925 in accordance with the terms and provisions of this Agreement.

D. The City will process any eligible Grant payment within 90 days after receipt of the Applicant's Annual Grant Submittal Package.

## SECTION 5. EVENTS OF DEFAULT.

Each of the following shall constitute an Event of Default under this Agreement:

- A. **Failure to Comply.** Applicant's failure to comply with, or to perform any obligation or condition of this Agreement or in any related documents, or Applicant's failure to comply with or to perform any obligation or condition of any other agreement between the City and Applicant.
- B. Failure to Maintain Development and Job Requirements. Applicant's failure or refusal to operate the Development and maintain the Full-Time Employment requirements pursuant to this Agreement throughout its Term, and Applicant's failure or refusal to cure within 60 days ("Cure Period") after written notice ("Notice") from the City describing such failure, shall be deemed an event of default. However, if such failure cannot be cured by its nature within such 60 day period and the Applicant has commenced such cure within such 60 day period and continuously thereafter diligently prosecute the cure of such failure, such actions or omissions shall not be deemed an Event of Default. In the event this Agreement is terminated pursuant to this Section 5B, all Grant Payments previously provided by the City pursuant to this Agreement shall be recaptured and repaid by Applicant within 60 days from the date of such termination
- C. False Statements. In the event the Applicant provides any written warranty, representation or statement under this Agreement or any document(s) related hereto that is/are false or misleading in any material respect, either now or at the time made or furnished, and Applicant fails to cure same within 30 days ("Cure Period") after written notice ("Notice") from the City describing the violation shall be deemed an event of default. If such violation cannot be cured within such 30 day period in the exercise of all due diligence, and Applicant commences such cure within such 30 day period and continuously thereafter diligently prosecute the cure of such violation, such actions or omissions shall not be deemed an event of default. Further, if Applicant obtains actual knowledge that any previously provided warranty, representation or statement has become materially false or misleading after the time that it was made, and Applicant fails to provide written notice to the City of the false or misleading nature of such warranty, representation, or statement within 30 days after Applicant learns of its false or misleading nature, such action or omission shall be deemed an event of default.
- D. **Insolvency.** The dissolution or termination of Applicant's existence as a going business or concern, Applicant's insolvency, appointment of receiver for any part of Applicant's portion of company, any assignment of all or substantially all of the assets of Applicant for the benefit of creditors of Applicant, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Applicant shall all be deemed an Event of Default. However, in the case of involuntary proceedings, if such proceedings are discharged within 60 days after filing, no Event of Default shall be deemed to have occurred.

- E. **Construction of Development.** Applicant's failure to comply with its construction obligations set forth in this Agreement and Applicant's failure to cure same within 90 days ("Cure Period") after written notice ("Notice") from the City shall be deemed an Event of Default. If such failure cannot be cured within such 90 day period and Applicant fails or refuses to commence such cure within such 90 day period, except to the extent such failure is caused by any act or failure to act on the part of the City, such actions or omissions shall be deemed an Event of Default.
- F. **Property Taxes.** In the event Applicant allows any property taxes owed to the City to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of such taxes and to cure such failure or post a satisfactory bond within 30 days ("Cure Period") after written notice ("Notice") thereof from the City and/or El Paso Central Appraisal District, such actions or omissions shall be deemed an Event of Default. Subject to the restrictions noted herein, Applicant shall have the right to contest the appraised value of the Development.
- G. Other Defaults. Failure of Applicant or City to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any related documents, and Applicant or City fails to cure such failure within 60 days ("Cure Period") after written notice ("Notice") from the other party describing such failure shall be deemed an Event of Default. If such failure cannot be cured within such 60 day period in the exercise of all due diligence, and Applicant or City commences such cure within such 60 day period and continuously thereafter diligently prosecute the cure of such failure, such act or omission shall not be deemed an event of default.
- H. **Failure to Cure.** If any Event of Default by Applicant or City shall occur, and after Applicant fails to cure same in accordance herewith, then this Agreement may be terminated by written notice from the City to Applicant and the City shall be entitled to recapture Grant payments; without any further action required of the City; and the City's obligations end at that time. If a default has not been cured within the time frame stated herein, the non-defaulting party shall have all rights and remedies under the law or in equity.
- I. Liability. In no event will either party be liable to the other party for any indirect, special, punitive, exemplary, incidental, or consequential damages. In no event shall the liability of either party exceed the value of Grant payments issued hereunder. This limitation will apply regardless of whether or not the other party has been advised of the possibility of such damages.

# **SECTION 6. RECAPTURE.**

Should the Applicant default under *Section 5* of this Agreement and provided that the Cure Period for such default has expired, all Grants previously provided by the City pursuant to this Agreement shall be recaptured and repaid by Applicant within 60 days from the date of such termination.

# SECTION 7. TERMINATION OF AGREEMENT BY CITY WITHOUT DEFAULT.

The City may terminate this Agreement for convenience and without the requirement of an Event of Default by Applicant, which shall become effective immediately if any state or federal statute, regulation, case law, or other law renders this Agreement ineffectual, impractical, or illegal, including any case law holding that a Chapter 380 Economic Development Agreement, such as this Agreement, is an unconstitutional debt.

# SECTION 8. GENERAL PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

- A. **Amendments.** This Agreement constitutes the entire understanding and agreement of the Parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by both Parties.
- B. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in El Paso County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of El Paso County, Texas.
- C. Assignment of Applicant's Rights. Applicant understands and agrees that the City expressly prohibits Applicant from selling, transferring, assigning, or conveying in any way any rights to receive the Grant proceeds without the City's prior written consent. Any such attempt to sell, transfer, assign, or convey without the City's prior written consent is void and may result in the immediate termination of this Agreement and recapture of taxes rebated prior to the attempted transfer, with no ability for the Applicant to cure.
- D. Applicant's Sale or Transfer of the Development. Prior to any sale or other transfer of ownership rights in the Development, Applicant shall notify the City in writing of such sale or transfer within 30 business days of the Applicant's knowledge of effectiveness of such sale or transfer. This provision is a material term of this Agreement and the failure to notify the City of such sale or transfer within the applicable period shall constitute an Event of Default.
- E. **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. City warrants and represents that the individual executing this Agreement on behalf of City has full authority to execute this Agreement and bind City to the same. The individual executing this Agreement on Applicant's behalf warrants and represents that he or she has full authority to execute this Agreement and bind Applicant to the same.
- F. **Completion of Development.** As consideration for the agreements of the City as contained herein, Applicant agrees that it will diligently and faithfully in a good and workmanlike manner pursue the completion of the Development and that the construction of same will be in accordance with all applicable federal, state, and local laws and regulations.
- G. **Compliance with the Law.** The Parties will comply with all applicable laws, administrative orders, and any rules or regulations relating to the obligations under this Agreement. If applicable, then the Applicant will procure all licenses and pay all fees or other charges as required to complete the Work under this agreement.

- H. **Confidentiality Obligations.** The confidentiality of such records employment records and any other records related to the City's economic development considerations and incentives provided herein will be maintained in accordance with and subject to all applicable laws, including the Public Information Act, Chapter 552, Texas Government Code. Specifically, the City will maintain the confidentiality of any proprietary information to the extent permitted by law and agrees that, as required by the Public Information Act, it will notify Applicant if a request relating to such proprietary information is received. Applicant represents that it understands that the Public Information Act excepts disclosure of trade secret and confidential commercial information and that it will need to assert the proprietary interest of Applicant as a basis for nondisclosure.
- I. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- J. Employment of Undocumented Workers. During the term of this Agreement, Applicant agrees not to knowingly employ any undocumented workers as defined in Texas Government Code Section 2264.001. If convicted of a violation under 8 U.S.C. Section 1324a(f), Applicant shall repay the amount of the Grant payments received by Applicant from the City as of the date of such violation not later than 120 days after the date Applicant is notified by City of a violation of this section, plus interest from the date the Grant payment(s) was paid to Applicant, at the rate of 7% per annum. The interest will accrue from the date the Grant payment(s) were paid to Applicant until the date the reimbursement payments are repaid to City. City may also recover court costs and reasonable attorney's fees incurred in an action to recover the Grant payment(s) subject to repayment under this section. Applicant is not liable for a violation by its subsidiary, affiliate, or franchisee, or by a person which whom Applicant contracts.
- K. **Execution of Agreement.** The El Paso City Council has authorized the City Manager to execute this Agreement on behalf of the City.
- L. Filing. The City shall promptly file this Agreement with the Texas State Comptroller in accordance with Section 380.004 of the Texas Local Government Code.
- M. **Governmental Function.** The Parties agree that the City is entering into this Agreement as a governmental entity performing a governmental function, implementing a government grant program intended to provide a public benefit.
- N. Force Majeure. It is expressly understood and agreed by the Parties to this Agreement that if the performance of any obligations hereunder is delayed beyond such party's reasonable control by reason of war, civil commotion, acts of God, severe weather, fire or other casualty, or court injunction, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was reasonably delayed.
- O. Notices. All notices required to be given under this Agreement shall be given in writing and shall be effective when actually delivered or when deposited in the United States mail, first

class, postage prepaid, addressed to the party to whom the notice is to be given at the addresses shown below. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, each party agrees to keep the other informed at all times of its current address. Applicant shall provide all required invoices and other required documentation to City electronically at the following address: **EDcompliance@elpasotexas.gov.** 

APPLICANT:	Padel Paso Properties, LLC 1437 Franklin Dell El Paso, TX 79912
CITY:	The City of El Paso Attn: City Manager P.O. Box 1890 El Paso, Texas 79950-1890
Сору То:	The City of El Paso Attn: Economic Development Department Director P.O. Box 1890 El Paso, Texas 79950-1890

- P. **Ordinance Applicability.** The signatories hereto shall be subject to all ordinances of the City, whether now existing or in the future arising; provided however no ordinance shall reduce or diminish the contractual obligations contained herein. This Agreement shall confer no vested rights on the Development unless specifically enumerated herein.
- Q. Severability. In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.
- R. **Termination or Expiration.** Upon termination or expiration of the Term of this Agreement, Applicant or its assigns agree that the Agreement, or the values contained herein will be used to contest appraisal values or in the determination of the market value of the Development; and the economic development incentives established in the Agreement between the Parties shall not be considered in valuating the property for tax purposes.
- S. Third-Party Beneficiaries. There are no third-party beneficiaries for this Agreement.

(Signatures Begin on the Following Page)

of\_\_\_\_\_, 20\_\_\_.

## **CITY OF EL PASO, TEXAS:**

Dionne Mack City Manager

**APPROVED AS TO FORM:** 

Oscar Gomez

Assistant City Attorney

#### **APPROVED AS TO CONTENT:**

Karina Brasgalla, Director Economic and International Development

#### ACKNOWLEDGMENT

STATE OF TEXAS § SCOUNTY OF EL PASO §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by **Dionne Mack**, as **City Manager** of the **City of El Paso**, **Texas** (City).

My Commission Expires:

Notary Public, State of Texas

(Signatures Continue on the Following Page)

# APPLICANT: PADEL PASO PROPERTIES, LLC

By: Name: Gabriel Borupda Title: Owner

#### **ACKNOWLEDGMENT**

STATE OF	lexas	§
COUNTY O	F El Paso	8

This instrument was acknowledged before me on the <u>30</u> day of <u>Arri</u> <u>Arri</u>, 20<u>25</u> by <u>Gabriel Borunda</u>, as <u>Owner</u> (title) of **PADEL PASO PROPERTIES**, LLC (Applicant).

Notary Public, State of TELAS

My Commission Expires:

ECEMBER 22, 202

#### EXHIBIT A

#### [DEVELOPMENT]

#### Legal Description of the Real Property

Geographic ID: P87199900400110 Property ID: 732525 Legal Description: BLK 4 PLEXXAR SOUTH #4 NWLY PT OF 1 (112.52 FT ON ST-281.21 FT ON ELY-IRREG ON SLY-298.63 FT ON WLY) (29477.06 SQ FT)

Geographic ID: P87199900200380 Property ID: 732524 Legal Description: 2 PLEXXAR SOUTH #2 ELY PT OF 3 BEG 195.28 FT SE OF NE COR (298.63 FT ON ELY-149.60 FT ON SLY-262.17 FT ON WLY-114.02 FT ON NLY) (35993.63 SQ FT)

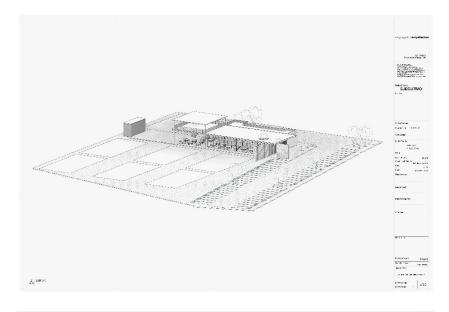
#### EXHIBIT A-1

# [PROJECT DESCRIPTION AND RENEDERING]

#### **Description of Development**

Local developer looking to establish a paddle court entertainment district on the west side of El Paso to include eight courts plus a full-service restaurant.

#### **Renderings/Building Plans:**





# EXHIBIT B

#### [Employment Requirements & Grant Payment Eligibility]

#### SECTION 1. MINIMUM JOB CREATION AND RETENTION REQUIREMENTS.

In order to be eligible for any Grant Payments, Applicant is required to create, staff and maintain at least *3* Full-Time Employment positions by *December 31, 2027*, and shall maintain the Full-Time Employment positions for the Project through the entire Grant Period of the Economic Development Agreement.

The parties agree that Full-Time Employment positions shall be considered "created" if they are above the total number of Full-Time Employment positions with Applicant's operations in the City at the time this Agreement is executed (the "Threshold"). The parties agree that the *Threshold shall be equal to 3* Full-Time Employment positions.

	Year 1	Year 2	Year 3	Year 4	Year 5
Jobs Created	2	1	0	0	0
<b>Total Jobs</b>	2	3	3	3	3

#### SECTION 2. ELIGIBILITY FOR GRANT PAYMENTS.

The Applicant's eligibility for Grant Payments and any subsequent Grant Payments made by the City to the Applicant shall be determined pursuant to and in accordance with the following:

- A. Grant Payments shall be made equivalent to at least 50% the total value of the City's portion of the incremental ad valorem property tax revenue generated by the Project above the Base Year Value for the Project for the given tax year during the Grant Period, upon the Applicant's certification that at least 100% of the created and available Full-Time Employment positions required herein for which wages are at or above 100% of the Median Area Wage for the year covered by the Grant Submittal Package.
- B. Should applicant fail to meet all requirements, payment for that year is waived.

#### SECTION 3. MEDIAN COUNTY WAGE.

For purposes of this Agreement, the Median Area Wage is the median hourly wage established for the El Paso, Texas Metropolitan Area by the U.S. Bureau of Labor Statistics, as adjusted on January 1 of each year. However, in no event shall the applicable Median Area Wage used for determination of Grant payment eligibility be less than the Median Area Wage established for the corresponding year of the Grant Submittal Package.

# EXHIBIT C

# [Grant Submittal Package Form]

**APPLICANT** believes that it has substantially met its obligations under the Chapter 380 Agreement dated the \_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_\_ and signed by \_\_\_\_\_\_ of **APPLICANT** Pursuant to the Agreement, **APPLICANT** submits this Grant Submittal Package Form in compliance with the Agreement and in anticipation of receiving the Grant payments referenced in the Agreement in consideration for its obligations met therein.

As required by the Agreement, the following information is submitted.

- 1. [DUE WITHIN 12 MONTHS OF AGREEMENT EXECUTION] Copies of all applicable approvals and permits
- 2. [INITIAL GRANT SUBMITTAL ONLY] Copy of certificate of occupancy
- 3. **[INITIAL GRANT SUBMITTAL ONLY]** Documentation to evidence minimum expenditures to date and not previously verified,
  - a. Stamped PAID invoices
  - b. Copies of checks proving payment corresponding to paid invoices
  - c. Receipts for purchase of construction materials (must show amount of taxes paid)
  - d. Bank statements (in the event a transaction was paid with credit or debit card)
  - e. Contractor pay applications, notarized with lien releases
- 4. **[INITIAL GRANT SUBMITTAL ONLY]** Documentation evidencing the materials and labor of Taxable Items used in the construction of the Development eligible for rebate to Applicant under the *Construction Materials Sales Tax Rebate*;
- 5. **[INITIAL GRANT SUBMITTAL ONLY]** Documentation to evidence the amount of development and building fees paid as a result of the Development;
- 6. Job Certification Annual report plus attachment(s) as referenced in section 3(B)(1) of the Agreement;
- 7. Documentation showing proof of health insurance coverage were company pays a minimum of 50% of employee premium.
- 8. Property tax payment receipts showing proof of payment for tax year \_\_\_\_\_.
- 9. Other necessary documents as requested by the City of El Paso.

It is understood by *APPLICANT* that the City of El Paso has up to *90 days* to process this request and reserves the right to deny the Grant claim if the terms of the Agreement have not been complied with. A Complete Submittal includes all documents listed on the Grant Submittal Package Form and other necessary documents as determined by the City;

#### PADEL PASO PROPERTIES, LLC

By: \_\_\_\_\_ Name: Gabriel Borunda Title: Owner

#### ACKNOWLEDGMENT

STATE OF \_\_\_\_\_\_§ COUNTY OF \_\_\_\_\_§

This instrument was acknowledged before me on the \_\_\_\_\_day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ (Owner) of PADEL PASO PROPERTIES, LLC (APPLICANT).

Notary Public, State of \_\_\_\_\_

My Commission Expires:

# EXHIBIT D

# **Property Tax Rebate Table**

5 Years	50%



#### File #: 25-636, Version: 1

# CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

## DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below. No Title's, No emails. Please use ARIAL 10 Font.

#### All Districts

Capital Improvement Department, Joaquin Rodriguez, (915) 212-0065

#### AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Discussion and action on a Resolution to authorize implementation of intersection safety improvements surrounding priority parks and recreation facilities in a manner consistent with the language of the 2022 Community Progress Bond totaling \$5,800,000; and further, that the City Manager, or designee, be authorized to effectuate any budget transfers and execute any contracts and/or related documents necessary to ensure that the funds are properly expended.

# CITY OF EL PASO, TEXAS AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM

AGENDA DATE: May 28, 2025 PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Joaquin Rodriguez, 915-268-5148

DISTRICT(S) AFFECTED: City-wide

STRATEGIC GOAL: Goal 2 – Set the standard for a safe and secure city. SUBGOAL: 2.3 Increase public safety operational efficiency.

#### SUBJECT:

Discussion and action on a resolution to authorize implementation of intersection safety improvements surrounding priority parks and recreation facilities in a manner consistent with the language of the 2022 Community Progress Bond totaling \$5,800,000; and further, that the City Manager, or designee, be authorized to effectuate any budget transfers and execute any contracts and/or related documents necessary to ensure that the funds are properly expended.

#### **BACKGROUND / DISCUSSION:**

The CID –Transportation Division, in collaboration with Parks and Recreation, analyzed historic crash data, park visitation data, and demographic data to identify priority parks for safety improvements. Improvements will be consistent with the bond proposition and consist only of things that can be attributed to intersection safety.

PRIOR COUNCIL ACTION: N/A

AMOUNT AND SOURCE OF FUNDING: \$5,800,000 from the 2022 Community Progress Bond Intersection Safety Funds

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Capital Improvement SECONDARY DEPARTMENT: Parks and Recreation

**DEPARTMENT HEAD:** 

Joaquin Rodriguez, AICP, Director Grant Funded Programs

#### **RESOLUTION**

WHEREAS, on November 8, 2022, as part of the 2022 Community Progress Bond, City of El Paso voters approved three bond propositions, including funding for intersection safety; and

WHEREAS, on June 6, 2023, the El Paso City Council adopted the Vision Zero Action Plan, including the commitment to prioritize vulnerable road users such as children, seniors, cyclists, and pedestrians; and

WHEREAS, the intersection safety projects identified in the bond outreach included a number of traffic signals and the Capital Improvement Department has programmed those projects through local, state and/or federal funding; and

WHEREAS, children, seniors, and disadvantaged populations are more likely to walk and bike to parks and other recreation facilities; and

WHEREAS, City staff has conducted a data driven analysis identifying a priority list of park and recreation facilities in need of safety improvements; and

**WHEREAS**, \$5,800,000 of intersection safety bond funds are currently unprogrammed and the proposed improvements at priority parks and recreation facilities are consistent with the bond proposition.

# NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

**THAT** the City Council approves the priority project list attached as Exhibit "A" of this Resolution and authorizes implementation of intersection safety improvements surrounding priority parks and recreation facilities in a manner consistent with the language of the 2022 Community Progress Bond totaling \$5,800,000; and further, that the City Manager, or designee, be authorized to effectuate any budget transfers and execute any contracts and/or related documents necessary to ensure that the funds are properly expended.

(Signatures begin on the following page)

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

# **CITY OF EL PASO:**

Renard U. Johnson Mayor

**ATTEST:** 

Laura D. Prine City Clerk

#### **APPROVED AS TO FORM:**

oftent suto

Roberta Brito Senior Assistant City Attorney

#### **APPROVED AS TO CONTENT:**

-B

Joaquin Rodriguez Director of Grant Funded Programs

# EXHIBIT "A"

PARK NAME	DISTRICT	PRIORITY
1. ARMIJO PARK	8	HIGHEST
2. PAT O'ROURKE REC CENTER	8	HIGHEST
3. JOEY BARRAZA AND VINO MEMORIAL	4	HIGHEST
4. SALVADOR RIVAS JR	5	HIGHEST
5. PAVO REAL	7	HIGHEST
6. MARTY ROBINS	6	HIGHEST
7. MARY FRANCES KEISLING	1	HIGHEST
8. HIDDEN VALLEY PARK	3	HIGHEST
9. SANDSTONE RANCH ESTATE PARKS	4	HIGHEST
10. WASHINGTON PARK	2	HIGHEST
11. MOUNTAIN VIEW SKATE PARK	2	LOWER
12. MUNDY PARK	8	LOWER
13. MEMORIAL PARK	2	LOWER



## File #: 25-679, Version: 1

# CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

## DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below. No Title's, No emails. Please use ARIAL 10 Font. City Attorney's Office, Oscar Gomez, (915) 212-0033

#### AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Texas Gas Service Test Year 2024 Gas Reliability Infrastructure Program Interim Rate Adjustment for the Incorporated Areas of the West North Service Area; HQ#UTILITY-62 (551.071)



El Paso, TX

Legislation Text

## File #: 25-681, Version: 1

# CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

## DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below. No Title's, No emails. Please use ARIAL 10 Font. Economic and International Development, Karina Brasgalla, (915) 212-0094

#### AGENDA LANGUAGE:

*This is the language that will be posted to the agenda. Please use ARIAL 11 Font.* Discussion on potential economic development opportunities in Northwest El Paso. HQ#25-4748 (551.087)



# File #: 25-682, Version: 1

# CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

## DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below. No Title's, No emails. Please use ARIAL 10 Font. Economic and International Development, Karina Brasgalla, (915) 212-0094

#### AGENDA LANGUAGE:

*This is the language that will be posted to the agenda. Please use ARIAL 11 Font.* Discussion on potential economic development opportunities in East El Paso. HQ#25-4979 (551.087)



File #: 25-683, Version: 1

# CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

## DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below. No Title's, No emails. Please use ARIAL 10 Font. Real Estate Division, Mary Lou Espinoza, (915) 212-0825

#### AGENDA LANGUAGE:

*This is the language that will be posted to the agenda. Please use ARIAL 11 Font.* **Real Estate Division Update. HQ #25-5035 (551.072)** 

El Paso, TX